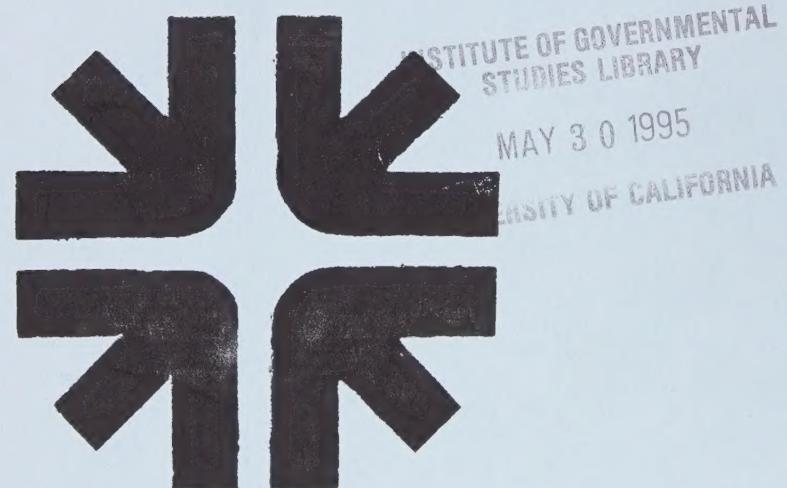


STAFF REPORT
CITY OF EMERYVILLE
PLANNING COMMISSION
KAISER FOUNDATION HOSPITALS, INC.
KAISER PERMANENTE
MEDICAL CENTER PROJECT
(PUD 93-1)
November 3, 1994



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KAISER FOUNDATION HOSPITALS
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I. SUMMARY AND STAFF RECOMMENDATION

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Kaiser Foundation Hospitals ("Kaiser") is requesting approval to construct the Emeryville Kaiser Permanente Medical Center (the "Project"). This staff report pertains to discretionary actions which must be considered by the Planning Commission and the City Council in their review of the Kaiser Project.

Purpose of the Meeting

The purpose of the Planning Commission meeting is to provide the public with the opportunity to provide input on the following applications:

- The General Plan Amendments application;
- The Rezoning to Planned Unit Development/Commercial, consisting of a Preliminary Development Plan for the Phase I Site and the Future Expansion Site and a Final Development Plan for the hospital building on the Phase I Site (PDP & FDP);
- The Development Agreement.

As part of the public hearings on the applications listed above, the Planning Commission will consider its recommendation to the City Council on Kaiser's request for Certification of a Final Environmental Impact Report and approval of a Mitigation Monitoring and Reporting Program for the Project.

This staff report addresses each of these items. In addition, this Project would require an amendment of the Shellmound Park Redevelopment Plan and approval of a Participation Agreement between the Agency and Kaiser. The Emeryville Redevelopment Agency will consider these components of the Project and Planning Commission recommendations are not required. However, the Planning Commission considered and made a recommendation of approval on the proposed Shellmound Park Redevelopment Plan Amendment pursuant to Planning Commission Resolution No. RPA 94-1, adopted June 23, 1994 (See Attachment 10).

Staff and Kaiser will make presentations to the Planning Commission on the proposed Project. After the presentations, the Planning Commission will be provided an opportunity to ask questions of Staff and the applicant. Public testimony during the public hearing would then follow. At the close of the public hearing, the Commission should take action on a recommendation to the City Council as to whether approve, conditionally approve or deny the proposed applications.



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II. PROJECT OVERVIEW

A. List of Requested Approvals

Kaiser Foundation Hospitals, a California non-profit corporation ("Kaiser"), has requested approval for the development of a Kaiser Permanente Medical Center in the City of Emeryville which would require the following approvals:

1. Certification of a Final Environmental Impact Report (FEIR).
2. Approval of a Mitigation Monitoring and Reporting Program.
3. Approval of Amendments to the General Plan including:
 - (a) A change of the land use designation from Medium Density Residential and Mixed Use to Commercial (Attachment 2);
 - (b) Text changes to the Community Development, Public Health and Safety Policies and the Housing Element (Attachment 3);
 - (c) Building Intensity Diagram Amendment to allow a higher density on portions of the site (Attachment 4);
 - (d) A change to the Circulation Map to close portions of Watts Street and Emery Street, between Park Avenue and 45th Street, and delete the planned north - south vehicular connection of Doyle and Haven Streets, between 45th Street and Stanford Avenue. Haven Street would remain open for limited vehicle access, pedestrian and bicycle traffic between Park Avenue and 45th Street (Attachment 5).
4. Approval of a Rezoning to Planned Unit Development/Commercial including:
 - (a) Rezoning from Medium Density Residential (R-M), Neighborhood Commercial (C-N), General Commercial (C-G), Custom Manufacturing (I-C), and Mixed Use (M-U) to Planned Unit Development/Commercial (PUD/COM) (Attachment 6);
 - (b) Preliminary Development Plan dated October, 1994 for the Phase I Site and Future Expansion Site. (Attachment 7);
 - (c) Final Development Plan dated October, 1994 for Phase IA (the hospital portion of the Phase I Site) (Attachment 8).
5. Approval of a Development Agreement between the City and Kaiser regarding the Phase I Site which would vest Kaiser's approvals for a 30-year term, provide long term assurances with respect to development of the Project, and would obligate Kaiser to perform specified requirements and conditions.
6. Approval of an amendment to the Shellmound Park Redevelopment Plan including:
 - (a) Amending the Land Use Map to change the land use designation for a portion of the site of the proposed Kaiser Permanente Medical Center Project site from Mixed Use and Medium Density Residential to Commercial;

- (b) Clarifying the language related to the land use chart which depicts the acreage of each land use available at the time of adoption of the Redevelopment Plan; and
- (c) Making textual changes to the Redevelopment Plan to confirm the permissibility of the wide range of medical center uses contemplated by the proposed Project.

7. Approval of a Participation Agreement between the Emeryville Redevelopment Agency and Kaiser regarding the Phase I Site, the Future Expansion Site and the Future Expansion Site Alternative.
8. Adoption of findings associated with the above project approvals, including a Statement of Overriding Considerations.

C. Project Overview

The following is a summary of the proposed Project. A complete description of the Project is contained in the Preliminary Development Plan (PDP) Package provided by Kaiser and included as Attachment 7 to this staff report. The proposed Project site is bounded by San Pablo Avenue in the east, Park Avenue in the south, Hollis Street in the west and 53rd Street in the north. At full buildout, the proposed Project would contain 1,522,500 square feet of building space, 1,156,000 square feet of parking garage and a 40,000 square foot central utility plant (CUP) consisting of the following uses: 1) a 765,000-square-foot hospital; 2) seven medical office buildings totalling 675,000 square feet; 3) 82,500 square feet of non-Kaiser retail/commercial and office space in "liner buildings," lining the four parking structures; 4) a 40,000-square-foot central utility plant; 5) four parking structures totalling 1,156,000 square feet and containing 3,795 stalls; 6) approximately 50 surface parking spaces for service, delivery and emergency vehicles; and 7) landscaped space in the form of plazas, a large park and landscaped entryways. The proposed Project would be constructed in two or more phases, with the first phase completed by 1999. As part of the Project, residents and business enterprises currently existing on the site would be relocated; the existing structures would be demolished; and portions of Watts Street and Emery Street, between Park Avenue and 45th Street, would be closed. The planned north-south vehicular connection of Doyle Street and Haven Street between 45th Street and Stanford Avenue is deleted. Haven Street, between Park Avenue and 45th Street, would be closed to vehicular traffic but pedestrian and bicycle access through the site would be provided.

Phase I

Phase I of the proposed Project is bounded by San Pablo in the east, Park Avenue in the south, Hollis Street in the west, and 45th Street in the north (the "Phase I Site"). Phase I would consist of approximately 1,942,000 square feet including: 1) a 5-6-story, 650,000 square foot hospital building; 2) four 4-story medical office buildings totalling 415,000 square feet; 3) a 30,000-square-foot central utility plant; 4) two 5-level parking structures totalling 772,000 square feet (2,585 parking spaces); 5) 50,000 square feet of non-Kaiser retail/commercial space; and 6) 25,000 square feet of non-Kaiser office space. The non-Kaiser retail/commercial and office space

would be located at the perimeter of the Phase I Site along San Pablo Avenue, Park Avenue, Hollis Street and 45th Street. These buildings, referred to as "liner buildings," would be adjacent to and in front of parking garages, but pedestrian access to them would be provided from building entrances on the street. Phase I would include the creation of an open space at the center of the site, and other landscape features throughout the site.

Future Phases

Future Expansion of the proposed Project may be located either on the Emeryville Business Center site which is bounded by 45th Street on the south, Doyle Street and Emery Bay-Village residential area on the east, 53rd Street in the north, and Hollis Street in the west (the "Future Expansion Site"), or on the AC Transit site as described below (the "Future Expansion Site Alternative"). Future Expansion would include: 1) an expansion of the hospital building by 115,000 square feet; 2) three additional medical office buildings totalling 260,000 square feet; 3) expansion of the parking garage and construction of an additional parking structure totalling 336,000 square feet (1,100 parking spaces); 4) expansion of the central utility plant by 10,000 square feet; 5) 7,500 square feet of additional non-Kaiser retail/commercial space which would partially conceal the proposed parking structure at Hollis and 53rd Streets; and 6) a plaza at the interior of the buildout site. Expansion of the hospital and the Central Utility Plant would take place on the Phase I Site.

The Future Expansion Site Alternative is being considered by the City of Emeryville. The Future Expansion site Alternative is the AC Transit bus maintenance yard bounded by 45th Street on the south, Berkeley Farms on the east, 47th Street on the north and Doyle Street on the west. This Future Expansion Site Alternative was evaluated in the FEIR for the proposed Project, but although preferred, is not the expansion site proposed at this time because of uncertainty regarding its availability. If the AC Transit site becomes available within a reasonable period of time, it is proposed that the Redevelopment Agency will assist Kaiser in focusing its expansion plans on the Future Expansion Site Alternative.

D. Overview of Process to Date

OVERVIEW OF KAISER PROCESS	
ACTION	DATE
Submittal of Concept Plan	04/93
Planning Commission Reviews Concept Plan	04/29/93
Redevelopment Agency Approve Agreement to Negotiate Exclusively with Kaiser Foundation Hospitals for the Development of a Medical Center in Emeryville	06/15/93
Initial Study of Project Environmental Impacts Published	07/13/93

Notice of EIR Scoping Meeting Published in the Oakland Tribune	07/09/93
Notice of EIR Scoping Meeting Mailed (Citywide Mailing)	07/12/93
EIR Scoping Meeting Held	07/21/93
Notice of Preparation of the EIR Distributed	07/13/93
Official Notice of Preparation Comment Period (State)	08/12/93 to 09/10/93
NOP Comment Period (Local)	07/13/93 to 09/16/93
Design Guidelines Approved	08/26/93
Preliminary Application Letter Submitted	12/08/93
DEIR Notice Published (Oakland Tribune)	05/07/94
DEIR Notices Mailed	05/06/94
Submittal of Project Applications	06/01/94
Agreement to Negotiate Exclusively between Agency and Kaiser Extended Six Months	06/07/94
Notices Extending Comment Period Mailed	06/20/94
Planning Commission makes recommendation on Shellmound Park Redevelopment Plan Amendment	06/23/94
DEIR Comment Period	05/06/94 to 08/04/94
Redevelopment Agency adopts Relocation Plan, Replacement Housing Plan, Report to the City Council on the proposed Shellmound Park Redevelopment Plan Amendment for the Kaiser Project. Forwards Report to City Council and Requests Joint Public Hearing for November 21, 1994, to consider Amendment and Final EIR. City Council approves Relocation Plan and Consents and Calls Joint Public Hearing Regarding Plan Amendment and Final EIR for Kaiser Project for Monday November 21, 1994.	10/18/94
Responses to Comments Document Available	10/21/94
Response to Comments Document and Notice of Public Hearing mailed certified mail to commenting agencies	10/21/94

Notice of Availability of Response to Comments Document and Notice of Public Hearing mailed certified mail to commenting agencies, individuals and organizations	10/21/94 and 10/24/94
Notice of Public Hearing on Project and Notice of Availability of Responses to Comments Document mailed (regular mail) to all commenting agencies, individuals, organizations, persons who have requested notices of public hearings, all property owners of the City and posted in required places.	10/21/94 to 10/24/94
Notice of Public Hearing on Project and Availability of Response to Comments Document Published (Oakland Tribune)	10/24/94
Public Hearing on Project Before the Planning Commission	11/03/94

E. Issues Overview

Primary environmental and planning issues in need of consideration and discussion by the Planning Commission include:

- Site/Building Design (i.e. compatibility with adjacent uses, preservation of historical character; pedestrian circulation through the Project and to open space areas; bicycle and handicap access; integration of Project elements);
- General Plan Amendments;
- Circulation and Traffic;
- Cumulative Development Impacts (Chiron, East Baybridge, Others);
- Alternative Analysis
- Beneficial Impacts of Project

These and other Project issues are discussed in more detail in the following staff report and in the FEIR.

F. Staff Recommendation

City of Emeryville staff recommends that the Planning Commission:

Adopt a Resolution recommending that the City Council: Certify the Final Environmental Impact Report (FEIR); Approve the Mitigation Monitoring and Reporting Program, Approve the General Plan Amendments; Approve the Rezoning to Planned Unit Development/Commercial; Conditionally approve the Preliminary Development Plan for the Phase I Site and Future Expansion Site; Conditionally approve the Final Development Plan for the Hospital portion of the Phase I Site; Approve the Development Agreement for the Phase I Site; and Adopt findings and a Statement of Overriding Considerations associated with the Project approvals. (See Attachment 9 Draft Planning Commission Resolution making a recommendation to the City

III. GENERAL SITE INFORMATION

A. Environs

As set forth previously, the proposed Project Site is located west of San Pablo Avenue, north of Park Avenue, east of Hollis Street and south of 53rd Street. While the bulk of the Phase I Site, the site of the former Del Monte Cannery facility, remains vacant today almost six years after the plant closure, the remainder of the proposed Project Site contains residential uses along 45th Street and Emery Street with commercial and industrial development over the rest of the proposed Project Site. Commercial and industrial uses on the site include the Pepsi Cola Bottling Plant located at Park and San Pablo Avenues with buildings located on the east side of Watts Street, commercial uses (restaurants, bar, paint store, meeting hall) along San Pablo, the Emeryville Business Center, located at the corner of Doyle Street and 45th Street, a light industrial complex at the northeast corner of Hollis and 45th Street, as well as the Baker Marble and Westvaco Distribution Center properties along Hollis Street, 45th Street and 53rd Street. (See Attachment 11 for aerial photo of the Project Site and adjacent land uses). The Project Site is served by the regional freeway system, including I-80, I-580, I-980, I-880 and State Routes 24 and 123. Local automobile access to and from the Project Site is provided via Hollis Street and San Pablo Avenue (from the north and south), and via Park Avenue, 45th Street and 53rd Street (from the east and west). Additional access to the Project Site will be provided via the Bay/Shellmound Street Extension Project, which is currently under construction. This major traffic infrastructure improvement, approved and funded with the cooperation of the City of Oakland, will create a new continuous north-south, east-west arterial road through the City of Emeryville with links to the City of Berkeley at Bay Street and the City of Oakland at 40th Street. The MacArthur BART station is located about three-quarters of a mile to the southeast of the Project Site. The Project Site is also served by AC Transit bus lines 6, 57, 72, and 72L. The new Emeryville Amtrack station is located approximately one-half mile to the north. Finally, the Emeryville Shuttle, expected to commence by February, 1995, will provide an additional link between the MacArthur BART station and the Amtrak Station to the entire City of Emeryville including the proposed Project.

The Project Site is surrounded by a number of commercial, residential, public and industrial land uses including but not limited to: the Pacific Gas and Electric (PG&E) plant located on Hollis Street, and the Morehouse Mustard Plant at the corner of Park Avenue and Hollis. From Hollis Street west to the railroad tracks, land uses include limited office uses, the biotechnology engineering facilities for Chiron, Sherwin Williams paint manufacturing plant, warehouses, and other distribution facilities. The Artist's Cooperative and 45th Street Lofts, consisting of approximately 60 live/work units, is located in the vicinity of 45th Street and Horton, west of the Proposed Project Site.

Land uses south of the proposed Project Site along Park Avenue include an auto repair/supply store and an industrial safety supply facility. In addition, the former Town Hall, an important civic structure, is located at the southeastern corner of Hollis Street and Park Avenue. Older brick buildings, occupied by office and manufacturing uses characterize the area to the south of Park Avenue. Approximately 51 live/work units are located in the Besler Building on Harlan Street south of the Project Site. The new East Baybridge shopping center is located to the south of the proposed Project Site. The Oaks Corner and Oaks Clubroom are located at the southwest corner of Park and San Pablo Avenue.

Commercial and residential uses line San Pablo Avenue east of the Project Site including a parking area for the Oaks Clubroom, a Bank of America, vacant two story office buildings, and multifamily residential uses along the east side of San Pablo. Land uses on the eastern side of San Pablo, between 45th and Park Avenue, include a retail store, a 50 unit senior housing complex (Emery Villa) and other commercial uses. Just north of 45th Street, the Berkeley Farms plant occupies the east and west sides of San Pablo Avenue.

Land uses to the north of the Project Site, to Emeryville city-limits and into the City of Oakland include additional industrial and residential uses. Land uses north of the Project Site between 45th and 47th Streets include the AC Transit Site (an alternative Future Expansion Site), and Berkeley Farms. Emery High School, the Emery Unified School District administration building, playing fields, and residential development characterize the area to the north of 47th Street. The high school offers daily educational instruction for high school students as well as evening educational and recreation programs for the community. A City operated child care/development center is located on the north side of 53rd Street between Hollis Street and Boyer Street.

B. Site Description

The 30-acre proposed Project Site is currently occupied by a combination of commercial, industrial and residential uses.

Phase I

The predominant land uses on the 20-acre Phase I Site include the vacant Del Monte cannery buildings, the Pepsico bottling facilities, and the former City of Emeryville fire station. These land uses occupy approximately 17 acres of the 20-acre site. Land uses on the remaining three acres include a retail paint store (Standard Brands), a Masonic Lodge, three restaurants and a bar, 8 one-bedroom rental apartment units, 6 live/work units, 1 two-bedroom single family dwelling with a separate studio unit in the back, 2 two-bedroom rental apartment units, 1 three-bedroom rental apartment unit and 2 three-bedroom single family dwellings for a total of 21 residential dwelling units in Phase I.

Future Phases

The Future Expansion Site is presently occupied by three warehouse facilities, one light industrial

facility, and one mixed use facility (the Emeryville Business Center). The three warehouse/industrial facilities are located along the western border of the Future Expansion Site on Hollis Street, while the Emeryville Business Center is situated along the eastern border of the Future Expansion Site. Warehouse uses include the Westvaco Distribution Company, Baker Marble & Granite, and T.R. Watkins Company. Other industrial and commercial uses occupy the light industrial building at the northeast corner of Hollis Street and 45th Street. The Emeryville Business Center provides for a number of professional offices, a rock climbing studio, indoor volleyball courts, a dance/gym studio, 12 live/work units and warehousing.

The AC Transit Bus maintenance yard, located to the north of the Phase I Site and to the west of the proposed Future Expansion Site (1140 45th Street) is also being considered as an alternative to the Future Expansion Site. Although the AC Transit site is preferred by the City and Kaiser due to certain locational advantages, it was not identified in the FEIR as the proposed Future Expansion Site because it was not certain at the time of publication of the FEIR whether the site would be available to Kaiser in time for buildout of the Project. The nine-acre AC Transit site has been operating as a bus maintenance depot since 1937. Existing structures include an employee parking garage, an administration and operations building, a fuel island, a tire building, a maintenance building, a bus washer and service building.

C. History of the Site

The Project Site has played a prominent role in Emeryville's history since the late 19th century when most of the City was urbanized. The first Town Hall was constructed in 1890, south of the Project Site on the southeast corner of Hollis and Park Avenue. The Project Site was once the location of the Oakland Trotting Club and the Emery Mansion. The Oakland Trotting Club, a race track constructed in 1871, was located west of Harlan Street in a portion of the proposed Phase I Site, and north of 45th Street in the proposed Future Expansion Site. The Emery Mansion, home of Joseph Emery, the founder of Emeryville, was constructed on the eastern end of the Phase I Site, northwest of the intersection of Park and San Pablo Avenues.

From 1913 to 1955, the eastern end of the Phase I Site was home to the Oakland Oaks Ball Park. The park was demolished in 1955 after the team abandoned the facility. Other late 19th and early 20th century uses along Park Avenue included Chinese restaurants, gambling establishments, rooming houses and residences. The Del Monte cannery, the largest cannery in the Bay Area for many years, was constructed on the site in the 1920's and a portion of the facility was identified as a contributing structure to the Emeryville Industrial Historic District, which is considered eligible for the *National Register of Historic Places*.

Additional information regarding the history of the site is contained on page 258 of the *Kaiser Permanente Medical Center Draft EIR*, dated May 1994, and in the *Historic Architecture Assessment, Kaiser Permanente Medical Center* (September, 1993) available for review at the City of Emeryville Planning Department.

The proposed Project Site was included in the Shellmound Park Redevelopment Project Area in

1987 with adoption of the Shellmound Redevelopment Plan, (adopted by Emeryville City Council Ordinance #87-07).

The Del Monte Cannery buildings have been vacant since the facilities closed in 1988. During the past four years, the City has aggressively marketed the Project Site to residential and mixed use developers. City Staff worked with at least four different developers to pursue the development of housing in the Project Site. These efforts have been unsuccessful.

IV. SUMMARY OF KEY PROJECT ISSUES

A. Environmental Issues

The EIR prepared for the Project evaluates the proposed Project's potential impacts in twelve topic areas as well as cumulative impacts of the Project in conjunction with other planned or reasonably foreseeable projects in Emeryville, Oakland and Berkeley. The EIR identifies that the Project's impacts in many areas can be mitigated to acceptable levels through the implementation of feasible mitigation measures. The EIR, however, indicates that the Project would result in significant impacts which cannot be fully mitigated in the following areas:

- Transportation and circulation
- Air quality
- Historic architectural resources
- Loss of on-street parking
- Short-term Project and cumulative construction impacts

As part of its consideration of the Project approvals, the Planning Commission should make a recommendation on whether the EIR adequately analyzes the environmental effects of the Project in accordance with the California Environmental Quality Act. In addition, the Planning Commission should consider whether:

- The benefits of the Project outweigh its unavoidable impacts;
- Cumulative impacts are adequately addressed such that the Project should be approved despite the existence of certain unavoidable significant impacts;
- A reasonable range of alternatives to the proposed Project has been studied.

The above issues are discussed in more detail in the FEIR prepared for the Project (sent previously under separate cover).

B. General Plan Amendment

The Project application includes a request for several amendments to the Emeryville General Plan. These amendments would affect the Land Use, Circulation, Housing, and Public Health and Safety Policies of the General Plan.

Issues relating to the General Plan Amendment in need of consideration include:

- The potential loss of additional brick buildings along Park Avenue;
- Loss of a potential future housing development site;
- Increases in the Allowable Building Density of development on the site;
- Changes in the permitted land uses on the site;
- Changes to the circulation system (i.e. the closure of Watts and Emery Streets and the loss of the ability to extend Haven Street).

The above issues are discussed in more detail in Section V of this staff report.

**C. Proposed Rezone to Planned Unit Development/Commercial:
Preliminary and Final Planned Unit Development Plan**

Approval of a rezone to Planned Unit Development/Commercial is a three part process: Concept plan review; Preliminary Development Plan (PDP) review, and Final Development Plan (FDP) review. Kaiser submitted a Concept Plan for review in April of 1993. Kaiser has submitted a PDP for the Phase I Site and Future Expansion Site and a FDP for the hospital portion of the Phase I Site (see Attachment 8.)

Issues relating to the PDP include:

- Site plan design;
- The design of the hospital and medical office buildings;
- The design of the liner buildings along San Pablo Avenue;
- The need for a visual and pedestrian corridor from San Pablo Avenue to the internal open space area;
- Landscape design of the central courtyard;
- Design of the outdoor room/open space along Park Avenue in front of the hospital;
- Design of the Urban Frame along Park Avenue;
- Design of the Park Street/Hollis Street liner buildings;
- Location and design of the Central Utility Plant;
- Materials and colors used for the liner buildings along San Pablo and Park Avenues.
- Pedestrian and bicycle circulation throughout the site;
- Security on and around the campus;

Issues related to the Final Development Plan include:

- Urban Plaza details at hospital entrances;
- Materials and colors used for the hospital;
- Design of hospital facade and architectural expression;
- Landscaping and lighting details surrounding the hospital.

The above issues are discussed in more detail in Section VI of this staff report.

D. Development Agreement

Issues relating to the requested Development Agreement include:

- Vesting rights;
- Requirement of a "Minimum Project;"
- Ability to phase development on the Phase I Site;
- Kaiser-Emeryville Housing Fund;
- Replacement Housing Obligation;
- Development fees (one time fees and annual fees);
- Street abandonment;
- Traffic Infrastructure Improvements in excess of required mitigations;
- Provision of Pedestrian Oriented Retail Buildings ("Liners");
- Emeryville Health Plan;
- Provision of Community Programs.

The above issues are discussed in Section VIII of this staff report and a copy of the Development Agreement is included as Attachment 14.

V. ENVIRONMENTAL IMPACT REPORT

A. Overview of EIR Process

An Initial Study of the Project's environmental impacts was prepared, published and distributed to the public and responsible public agencies on July 13, 1993. The Initial Study included a Notice of Preparation (NOP) of a Draft Environmental Impact Report (DEIR). The Initial Study/NOP indicated that public comments would be received for a 30-day period following release of the document. During the 30-day period, however, the City learned that one of the responsible agencies did not receive a copy of the Initial Study/NOP. The Initial Study/NOP was reissued to the State Clearinghouse for redistribution to state agencies. To ensure that all interested parties and responsible agencies had sufficient time to respond to the Initial Study/NOP, the comments period was extended to September 16, 1993, resulting in a 66-day comment period on the scope of the EIR. In addition, a public scoping session was held at the City Council Chambers on July 21, 1993, to present the findings of the Initial Study and to receive comments on the scope and content of the DEIR.

A DEIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA). The DEIR focused on issues raised in the Initial Study/NOP and the public scoping session. The City of Emeryville published and made available the DEIR for the Kaiser Permanente Medical Center Project on May 6, 1994. At that time, copies of the DEIR were delivered to the State Clearinghouse, a notice of availability of the DEIR was published in the Oakland Tribune on May 7, 1994, notices were sent by direct mail to persons on the City's mailing list who had indicated an interest in the proposed Project and notices were posted at the Project Site and the three public sites within Emeryville, designated by the Emeryville City

Council for posting of notices. The notices indicated that comments on the DEIR were due to the City of Emeryville by June 20, 1994 constituting a 46-day review period. At the end of this initial review period, the City of Emeryville received several requests to extend the public review period to allow the public additional time to review and comment on the DEIR. At that time, the City decided to extend the public review and comment period an additional 45 days, to August 4, 1994.

A public hearing on the DEIR was held by the Planning Commission on June 2, 1994. A staff report, summarizing the results presented in the DEIR, was prepared for this public hearing and is available at the City of Emeryville Planning Department.

After the close of the comment period, the City of Emeryville prepared the ***Responses to Comments*** document, which contains:

- Master responses to the general comment categories listed below;
- A list of those submitting written comments;
- A copy of all comments received during the comment period;
- Specific responses to each written comment on the DEIR;
- A list of those commenting verbally at the public hearing;
- The transcript of the public hearing;
- The City's responses to verbal comments; and
- A revised summary section and the text revisions of the DEIR.

Over 100 comment letters were received by the City. Each of these letters is responded to individually in the ***Responses to Comments*** document. In many cases, the comments related to issues outside CEQA and the EIR, such as issues related to Kaiser's existing operation in Oakland. While these types of comments do not require responses under CEQA, the City has attempted to respond to every comment received. Several commentors, including the Cities of Oakland and Berkeley, submitted lengthy comment letters - both over 30 pages long. In response to the City of Berkeley's letter, City staff met with Berkeley staff to discuss the issues raised in this comment letter. Each individual comment in these letters is responded to in the ***Responses to Comments*** document.

Many comments received requested that the DEIR be revised and recirculated for additional public comment. The DEIR is not being recirculated because in responding to comments received, only minor corrections were necessary to the DEIR; and the information provided in the ***Responses to Comments*** document only provides additional clarification regarding the findings in the DEIR, and no new significant impacts have been identified.

After reviewing the comments on the DEIR and responding to those comments in good faith, and with reasoned analysis, the City determined that recirculation of the DEIR was not necessary. By definition, the FEIR will contain information that was not included in the Draft EIR because it includes many detailed responses to public comments. However, as is clearly stated in *Laurel Heights Improvements Assn. v. Regents of University of California* 6 Cal. 4th 1112, 1120 (1993) ("Laurel Heights II"). "...recirculation is only required when the information added to the EIR

changes the EIR in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the Project, a feasible project alternative, or a mitigation measure that would clearly reduce such an effect which the Project's proponents have declined to implement.

The **Responses to Comments** clarify or amplify, at the public's request, the information found in the Draft EIR. In some cases, the document provides additional information and analysis related to specific Project impacts, or in the case of the Oakland/Fox Theater site, the reasons why that proposed alternative was not selected for analysis. However, this analysis and additional information does not require recirculation of the EIR because it does not describe (1) a new substantial environmental impact resulting from the Project or from a new mitigation measure; (2) a substantial increase in an environmental impact; or (3) a feasible project alternative or mitigation measure that clearly would lessen the environmental impacts of the Project, but which the Project's proponents decline to adopt.

The City based its determination not to recirculate the Draft EIR on substantial evidence, including the Draft EIR and the **Responses to Comments** document.

B. Key Environmental Issues Identified

The EIR states that implementation of the proposed Project would have significant environmental impacts regarding **Land Use, Employment and Housing, Noise, Geology and Seismicity, Soil and Groundwater Contamination and Cleanup, Hazardous Materials Storage, Usage and Disposal, Utilities and Urban Services, Urban Design and Visual Quality**, but that adequate mitigation measures are available and feasible to reduce these impacts to acceptable levels. The EIR states that feasible mitigation measures are not available to reduce to acceptable levels the significant environmental impacts relating to **Transportation and Circulation, Air Quality, Historic Architectural Resources, the loss of on-street parking and short-term Project, and cumulative construction impacts resulting from the Project**. From a CEQA perspective, this means that while mitigation measures may be available to partially reduce the severity of these impacts, they could not meet an acceptable criteria or be reduced to below the threshold of significance. When situations like this occur, the Planning Commission and City Council must weigh the benefits of the Project against its potential environmental impacts and, as part of its findings for the Project approvals and must adopt a Statement of Overriding Considerations which finds that the benefits of the Project outweigh its potential environmental impacts.

Unavoidable Environmental Impacts

Transportation and Circulation

The EIR evaluates potential impacts of the Project for the years 2000 and 2010 for the following

transportation and circulation issues: levels of service (LOS¹) on local roadways; local intersections; freeway mainlines; freeway ramps and freeway weaving sections; public transit loading and capacity; pedestrian and bicycle access and circulation; parking supply and demand; road closures and preclusion of roadway extensions; and construction related traffic. In addition, the EIR evaluates the potential impacts that would result from specific traffic mitigation measures, such as peak period parking restrictions. The assessment of traffic and transit impacts were performed using the City of Emeryville city-wide travel model. Certain modifications were necessary to correctly represent the future roadway network and changes to land use. Land use and growth projections were based on the Association of Bay Area Governments' (ABAG) *Projections '92 and Projections 94*¹ with some adjustments to ensure that employment and housing projections were consistent with the growth assumptions both for Alameda County and the City of Emeryville. Trip generation estimates for future projects were based on Institute of Transportation Engineers (ITE) trip rates. The actual trip rates for the Kaiser Permanente Medical Center would be expected to be lower than the ITE rate because the Project would be located in an urban area with good public transit service (existing and planned). The growth projections and trip generation projections used to assess the traffic impacts of the Project represent the worst possible scenario for traffic impacts and are considered by staff to give an extremely conservative estimate of the Project traffic impacts. Significant unavoidable impacts are discussed in the following sections.

Intersections

The EIR finds that in the year 2000, the proposed Project would result in significant unavoidable impacts at six intersections. It should be noted however, that even without the proposed Kaiser Project, some of these intersections would approach or exceed LOS E. Mitigation measures have been identified for these intersections which in many cases mitigate the Project's impacts at the intersection, but because of high levels of background traffic, mitigation does not improve the intersection's operation to level of service D or better (which is the City's threshold determining whether there is a significant impact). It should be further noted that some of the mitigation measures would lessen future traffic problems that would have occurred regardless of the development of the Kaiser Project. Several of the impacted intersections are outside the City of Emeryville (in Berkeley or Oakland). Mitigation measures identified for some of these intersections would require the approval of the other jurisdictions. The City has required that the Project should contribute its fair-share toward improvements at intersections outside Emeryville as long as an agreement is in place between Emeryville and the other jurisdiction that provides for the improvement to be constructed or implemented. The six intersections include:

- **San Pablo Avenue / Ashby Avenue (Berkeley)**
- **San Pablo Avenue / Alcatraz Avenue (Oakland)**
- **San Pablo Avenue / Stanford Avenue (Oakland)**

¹ Level of Service (LOS) is a qualitative measure to describe operational characteristics of traffic intersections and street and freeway segments. Intersections and segments of roadway are given an A through F rating based circulation patterns during peak traffic hours (morning and evening commute times).

- Powell Street / Christie Street (Emeryville)
- Powell Street / Hollis Street (Emeryville)
- Ashby Avenue / 7th Street (Berkeley)

Mitigation measures for intersections along San Pablo Avenue have been modified slightly since publication of the DEIR in response to comments on traffic mitigation measures along San Pablo Avenue. In responding to comments, the City reviewed traffic operations on San Pablo Avenue. This resulted in modifications to Mitigation Measures Cir 1.1, 2.1, 5.1 and 15.1 to provide 6-lanes on a longer portion of San Pablo Avenue. Additional traffic model runs with these minor modifications have been conducted and the EIR has been revised with updated tables and graphics. These changes to the EIR do not result in substantial new information about a new Project impact but merely clarify the impact identified in the DEIR.

By the year 2010, it is estimated that buildout of the Project would result in significant unavoidable impacts at sixteen intersections. It should be noted however, that even without the proposed Kaiser Project, many of these intersections would approach or exceed LOS E by the year 2010. As with the intersections listed above, mitigation measures have been identified for these intersections which in many cases mitigate the Project's impacts at the intersection, but because of the high levels of background traffic, the mitigation does not improve the intersection's operation to level of service D or better (which is the City's threshold for determining whether there is a significant impact). However, it should be further noted that some of the mitigation measures would lessen future traffic problems that would have occurred regardless of the development of the Kaiser Project. Several of the impacted intersections are outside the City of Emeryville (in Berkeley or Oakland). Mitigation measures identified for these intersections would require the approval of the other jurisdictions. The City, in the FEIR, has determined that the Project should contribute its fair-share toward improvements at intersections outside Emeryville as long as an agreement is in place between Emeryville and the other jurisdiction that provides for the improvement to be constructed or implemented. Mitigation measures identified for some of these intersections would require the approval of these other jurisdictions. The sixteen intersections include:

- San Pablo Avenue / Ashby Avenue (B)
- San Pablo Avenue / Stanford Avenue (O)
- Powell Street / Christie Avenue (E)
- Hollis Street / 40th Street (E)
- Market Street / 40th Street (O)
- Market Street / W. MacArthur Blvd. (O)
- I-80 EB Ramp / Powell Street (E)
- Adeline St. / Martin Luther King Jr. Way (B)
- San Pablo Avenue / Alcatraz Avenue (O)
- San Pablo Avenue / 40th Street (E)
- Powell Street / Hollis Street (E)
- Hollis Street / 65th Street (E)
- Adeline Street/Market Street (O)
- Telegraph Ave. / W. MacArthur Blvd. (O)
- Ashby Avenue / 7th Street (B)
- Telegraph Avenue/40th Street (O)

Parking

The mitigation measures required to reduce intersection and roadway congestion include the imposition of peak period parking restrictions and permanent no parking zones. In total, approximately 140 on-

street parking spaces would be affected; these parking spaces provide convenient access to about 40 residences and businesses located along the affected roadways. The EIR finds that the cumulative loss of this parking would be significant and unavoidable. However, the parking garages will be fee parking available to the public and could provide relief to the employees who work in the area and are currently parking on the street.

Air Quality

The EIR evaluates potential air quality impacts of the Project, by itself and in conjunction with cumulative development, as it relates to construction period emissions, operational emissions (including vehicular traffic to and from the site), toxic air contaminants, parking garage air quality, and regional air quality. These impacts can be mitigated to acceptable levels, with two exceptions: 1) Project emissions of ozone-precursor pollutants would exceed the Regional Board's threshold criterion of 150 pounds/day; and 2) Project contribution to cumulative increases in carbon monoxide and ozone-precursor emissions. Because these impacts cannot be mitigated to acceptable levels, these would be unavoidable significant impacts of the proposed Project.

Historic Architectural Resources

Among the existing buildings on the Phase I Site is the complex of buildings comprising Del Monte Plant No. 35, located on the block bounded by Park Avenue, Hollis Street, Watts Street and 45th Street. These buildings, built between 1907 and 1930, would be demolished as part of the Project. The main cannery building itself, which is part of Del Monte Plant No. 35, has been identified as potentially eligible for inclusion in the National Register. These buildings on the Phase I Site, as well as two buildings on the Future Expansion Site, have been identified as contributing to an Emeryville Industrial Historic District.

Although an Emeryville Industrial Historic District is not listed in the National Register of Historic Places and has no official status in the City of Emeryville, a 1990 architectural survey prepared by Caltrans has deemed such a district eligible for inclusion therein. For this reason, demolition of contributing or individually-eligible structures would be considered an unavoidable significant impact of the proposed Project. To partially offset the Project's potential impacts to historic architectural resources, the EIR recommends preserving and incorporating a portion of the facades of Plant No. 35 into the design of the medical center and photographic documentation of all historic buildings existing on the site prior to demolition. The EIR also states that impacts to historic architectural resources on the Future Expansion Site would be avoided if the AC Transit Future Expansion Site Alternative were used.

Additional Environmental Issues:

Additional environmental issues in need of consideration by the Planning Commission include:

- The request that an additional alternative site in Downtown Oakland be analyzed;
- The Beneficial Impacts of the Project; and

- Cumulative Development Impacts (Chiron, East Baybridge, Others).

Downtown Oakland Site

A number of commentors on the DEIR have suggested that the City should analyze an additional alternative that would contemplate development of the Project on a site in downtown Oakland in the vicinity of the Fox Theater site. The EIR for the Project does consider a reasonable range of alternatives as required by CEQA. The range of alternatives was developed based on information available on various possible sites, and input received during the scoping process. The City chose six Project alternatives for further analysis, including two off-site alternatives, the MacArthur/Broadway site in the City of Oakland, and the Bayfront site in the City of Oakland and City of Emeryville. Additionally, a Future Expansion Site Alternative was analyzed on the AC Transit site in the City of Emeryville. Given that the EIR already satisfies CEQA's requirement for analyzing a reasonable range of alternatives, the City, in reviewing the comments received, decided not to add the Fox Theater site as an additional alternative Project site. Moreover, further evaluation of the Fox Theater site indicates that it is not a feasible alternative because it does not meet some of the basic objectives of the Project. The size of the Project would severely limit Kaiser's ability to phase construction of the hospital and medical offices to respond to the changing health care needs of the region. An analysis of the Fox Theater site indicates that it would not reduce any of the significant unavoidable impacts of the Emeryville Project. Additional discussion of this site is included on pages III-50 to III-53 of the *Response to Comments* document.

Beneficial Impacts

Staff recommends that the Commission find that the Project presents certain public benefits and opportunities which override the unavoidable environmental impacts of the Project and are advanced by the development of the Kaiser Project and through the Development Agreement between the City and Kaiser. The proposed Project would offer a number of substantial benefits to the City of Emeryville, including programs and fees serving the entire community, substantial new employment opportunities, a possible health maintenance plan for Emeryville residents, and public improvement measures.

The approval of the Planned Unit Development for the Phase I Site and Future Expansion Site will reduce uncertainties in planning and provide for the orderly development of the Project while mitigating many significant environmental impacts that would occur with or without the Project. The Project would provide emergency medical services, health education and needed health care and senior-related services in the City and the greater East Bay community.

The Project would provide for and generate substantial revenues for the City in the form of one-time fees and exactions and other fiscal benefits documented in a fiscal report by Sedway & Associates. Under the proposed Housing Program, Kaiser would invest up to \$15 million on a revolving fund basis (\$3 million which will revolve 5 times) over a 15-year term available to the Redevelopment Agency, to provide for construction of affordable and market rate housing in Emeryville. This program would

adequately mitigate for the loss of potential housing opportunities due to the proposed Project. In addition to annual property and sales taxes of about \$382,400, Kaiser would pay annual fees of about \$840,000 and one-time fees of about \$3,079,000. Annual fees would be to provide for public services, mass transit, senior services, low-income school care, and local schools. The one-time fees are associated with planning services and building permits, traffic impact fee requirements, small business retention, public art, public safety, and the Bay Shellmound Assessment District.

The development of a Kaiser Medical Center in Emeryville would strengthen the City's economic base with a variety of high-quality long term jobs. The Project would result directly in an increase of employment on the site by about 2,775 workers, with a broad range of salaries provided.

The Project would also further the policies and goals of the Shellmound Park Redevelopment Plan in that it would reduce blight in the Project area, stimulate investment and revitalize San Pablo Avenue. It is expected that the construction of a well lighted medical center will improve public safety in the neighborhood. As time passes, it is anticipated that redevelopment would occur in the vicinity of the medical center, serving the medical center itself and its employees and visitors. The medical center could serve as a focal point for redevelopment of the San Pablo corridor by providing pedestrian-oriented retail and commercial enterprises along San Pablo Avenue. The Project area exhibits blighted characteristics as a result of the vacant Del Monte Cannery building, and incompatible land uses such as the Pepsico Bottling Plant. The Project would also provide needed infrastructure, such as street improvements and upgrades to existing utilities and would expedite remediation of existing site contamination.

Cumulative Development Impacts (Chiron, East Baybridge, Others)

Several commentors questioned the methodology used to evaluate impacts from the cumulative development of the area. The cumulative growth scenario is based on the citywide projections developed by the Association of Bay Area Governments (ABAG) and published as *Projections '92 and Projections '94*. The ABAG projections are based on certain assumptions regarding buildout of the General Plans of the cities and counties for which the projections are developed and are commonly used in EIR's to determine growth projections. The ABAG projections were then modified to reflect any additional projects that might not have been contemplated at the time the ABAG projections were developed. Additional information regarding the cumulative impact analysis is contained on pages III-54 to III-59 of the *Responses to Comments* document.

C. Public Comments on the Draft EIR

The City of Emeryville received 102 written letters from individuals, organizations, and public agencies containing comments on the DEIR. At the June 2, 1994 public hearing 25 speakers gave their verbal

comments to the Planning Commission. Many of the comment letters and speakers at the public hearing expressed support for the Project. Commentors expressing concern primarily focused on the topics listed below. A summary of the emphasis of these comments and the City's responses is contained in the *Responses to Comment* document on the pages listed in parenthesis below:

- Comment Period and Noticing Issues (page III-1)
 - Extension of the Draft EIR and Public Review and Comment Period (page III-1)
 - Noticing and Availability of the Draft EIR (page III-1)
- Project Description (page III-3)
 - Existing Oakland Facility (page III-3)
- Employment and Housing (page III-4)
 - Kaiser Housing Program (page III-4)
 - Existing Housing Conditions on the Project Site (page III-9)
 - Impacts to Fair Share Housing (page III-10)
 - Jobs/Housing Balance and Regional/ABAG Issues (page III-12)
 - Alternative Housing Sites (page III-17)
 - Compliance with the State Relocation Assistance Act (page III-18)
- Transportation and Circulation (page III-19)
 - Residential Streets (page III-19)
 - Study Area Coverage (page III-19)
 - Major Intersection Mitigation Measures (page III-21)
 - Congestion Management Program Analysis (page III-29)
 - Revised Chiron Project Description (page III-33)
 - Transit Assumptions (page III-43)
 - Transit Funding (page III-44)
 - Trip Reduction Ordinance (page III-44)
- Impacts to neighborhoods from the Doyle-Haven Street extension (page III-45)
 - Traffic (page III-45)
 - Land Use (page III-46)
 - Air Quality (page III-46)
 - Noise (page III-47)
- Urban Design and Visual Characteristics (page III-47)
 - Shadow/Lighting/Wind Impacts (page III-47)
 - Project Design (compatibility with the surrounding neighborhood) (page III-48)
- Alternatives to the Project (page III-50)
 - Fox Theater Site in Downtown Oakland (page III-50)

- Statutorily Required Sections (page III-53)
 - Regional Impacts (page III-53)
 - Cumulative Impacts (page III-54)
- Recirculation of the DEIR (page III-59)

As stated previously, master responses to these general topics were prepared and included on pages III-1 to III-59 in the ***Responses to Comments*** document. Additionally, some minor changes to the text of the EIR resulted. After the ***Responses to Comments*** document is reviewed and accepted by the Planning Commission and the City Council, the proposed text changes will be incorporated into the EIR document. The revised EIR document, together with the list of commentors, all written and verbal comments, all responses and the Mitigation Monitoring and Reporting Program, will constitute the FEIR.

D. EIR Findings

If the City decides to certify the Final EIR and grant the Project approvals, it must make several specific findings regarding the impacts and the proposed mitigation measures. Specifically, the City Council must consider each significant impact and find that it has been adequately mitigated by implementation of the recommended mitigation measure. With respect to any impact that continues to be significant in spite of the mitigation measure, or for which no mitigation is feasible, the City Council must consider whether the benefits of the Project outweigh these significant impacts. The anticipated beneficial impacts of the Kaiser Permanente Medical Center Project are discussed in Section V.B., of this staff report. If the benefits of a Project outweigh the unavoidable environmental impacts, the City may approve the Project, but must adopt a Statement of Overriding Considerations for those impacts which cannot be fully mitigated. The Statement of Overriding Considerations must state the City Council's specific reasons for supporting its action. The complete list of the required environmental findings is included as an attachment to the Planning Commission Resolution (see Attachment 9 to this staff report).

E. Mitigation Monitoring Program

Section 21081.6 of the Public Resources Code (CEQA) states that when making findings required by Subdivision (a) Section 21081, a lead agency shall adopt a reporting or monitoring program for any conditions or mitigation measures which have been adopted in order to mitigate or avoid significant effects on the environment. A Mitigation Monitoring and Reporting Program has been prepared for the Kaiser Permanente Medical Center in compliance with state guidelines to insure the timely implementation of all Project mitigation measures identified in the EIR. The Mitigation Monitoring Report is included as Attachment 13 to this staff report.

F. Staff Recommendation

Staff recommends that the Planning Commission recommend that the City Council adopt the specific findings and mitigation measures contained in Attachment 9: *Planning Commission Resolution*

VI. GENERAL PLAN AMENDMENT/HOUSING ELEMENT AMENDMENT

Several amendments to the City of Emeryville General Plan are being requested by the applicant to accommodate the development of the Kaiser Permanente Medical Center. In order to approve these proposed changes, the City Council must find that the proposed change will be in the public interest following a public hearing and recommendations from the Planning Commission.

A. General Plan Amendments Requested

This section includes a description of the proposed changes. The actual changes proposed are included as Attachments 2, 3, 4, & 5 to this staff report. Staff's analysis of the Project's consistency with the General Plan follows this section.

Community Development - Housing Amendments

The applicant is proposing changes relating to housing in the City's 1993 General Plan and to the September 1992 Housing Element. The changes to the General Plan Community Development Policies are listed below. The changes to the Housing Element are listed in Attachment 3 of this staff report. All changes relating to housing are evaluated together in Section VI.B of this staff report.

Demolition of Existing Housing

The applicant proposes the following change to Page 5, Policy 4, relating to the demolition of existing housing:

"4. The City shall discourage the demolition of housing in sound condition ***unless such demolition is necessary or desirable for public health or welfare purposes***². If demolition is necessary, the City shall investigate means to secure replacement housing for displaced persons and families of lower or moderate income, preferably in the immediate vicinity. The Project proponent could be required to construct the housing, or could be [required to] contribute fees into a fund for the purpose of constructing housing."

This change is intended to permit the demolition of the existing housing on the Project site to accommodate the construction of a public health facility.

Residential Uses in Mixed Use and Industrial Areas

² Words appearing in bold italics are proposed additions to the General Plan text.

The applicant proposes the following change to Page 6, Policy 2, related to creating new housing opportunities in mixed use areas:

"2. The City shall encourage residential development in mixed use areas, particularly on large industrial sites, ***provided that they are not needed for other public or quasi public purposes.***"

The applicant is proposing this amendment to support the land use designation change from mixed use to commercial; this will allow the development of the medical facilities on the Project Site.

The applicant proposes the following change to Page 6, Policy 3 relating to the use of under-used industrial areas:

"3. The City shall facilitate the conversion of underused industrial areas when appropriate for residential or live/work use ***and not needed for other public or quasi public purposes.*** Several sites have been identified (see discussion on potential land suitable for residential development). The City shall take a pro-active position in assuring that the necessary discretionary actions are taken to accommodate residential development on these sites, whether as exclusively residential projects or as mixed use projects. Further, the City shall maximize conditional use permit densities when appropriate to the surrounding neighborhood."

The applicant is proposing this amendment to permit the development of the Project Site as a medical center.

Community Development - Land Use Amendments

Existing General Plan Designations

The Project Site currently overlaps three different land use districts on the City's General Plan: Commercial, Mixed Use and Medium Density Residential. The Commercial designation applies to an approximately 200 foot wide corridor fronting on San Pablo Avenue. The Mixed Use designation applies to an approximately 200 foot wide corridor along the Project's Park Avenue frontage, the entire block bound by Park Avenue, Hollis Street, 45th Avenue and the planned but not constructed extension of Haven Street, and the entire Future Expansion Site roughly bounded by 45th Street, Hollis Street, 53rd Street and Doyle Street. The remainder of the Phase I Site on the south side of 45th street is designated Medium Density Residential (see Attachment 2).

Proposed Land Use Designation Changes

The applicant proposes to change the land use designation of portions of the Project site from Medium Density Residential and Mixed Use to Commercial. This Land Use Designation change corresponds to a related text change to include "hospital" and "medical center" uses as permitted uses in areas designated as Commercial and is discussed in more detail below. These changes are necessary to render the Project consistent with the General Plan and to allow the development of the Project on this site.

Proposed Land Use Element Text Changes

The applicant proposes the following change to Page 22, Land Use Policy 9 relating to Commercial Development:

"9. The Land Use Plan establishes the general locations of commercial activities. These consist of office and general commercial activities ranging from small businesses serving local neighborhoods to regional retail and administrative offices *including hospitals, medical office buildings and related support facilities*. While both commercial activities will be located throughout the city except in residential districts, and the bulk of offices will be found in mixed-use districts, areas are established where they are to be the predominant use. Residential use, in addition to the primary commercial use of property, is strongly encouraged in these areas.

Building intensity for commercial uses shall be controlled by standards established in the zoning regulations. Controls may consist of building height limitation, setback and on-site parking requirements, and any other means such as floor area ratios (FAR: the square footage of a building as a percentage of the square footage of the lot)."

The proposed amendment would permit the wide variety of medical center uses contemplated by the applicant on the Project Site.

Community Development - Community Design Changes

The applicant proposes the following changes to Page 25, Community Design Policy 5 of the General Plan:

"5. The existing brick buildings along *the south side of* Park Avenue should be retained and restored to preserve and enhance the historic value of the street. The existing continuous street facade *on that side of Park Avenue* should be preserved."

The proposed amendment to Land Use Element Community Design Policy #5 would allow the removal of the brick buildings on the north side of Park Avenue. The Del Monte Plant #35 brick building is the only brick building along the north side of Park Avenue that would be removed as a result of the Project.

Public Health and Safety Element Changes

The applicant proposes the following additional section to be added to page 34, Public Health and Safety Element:

HEALTH CARE

Objective

A. Provide adequate health care services for Emeryville residents.

Policies

- 1. The City shall encourage the construction of new medical facilities designed to provide health care services to Emeryville and surrounding residents.**
- 2. New medical facilities should be encouraged to provide health related services to Emeryville residents including health education, senior related services, emergency care and other such programs and services that benefit the public.**

The intent of this section is to emphasize the importance of medical facilities to the community in the General Plan.

Building Intensity Diagram Amendment

The General Plan Building Intensity Map establishes the building intensities allowed in the City of Emeryville. The Project Site currently has allowable building intensities of 0.5, 0.7, 1.0, and 1.3 floor area ratios (FAR) (see Attachment 4). The FAR is the gross floor area of buildings on a site divided by the total net area of the site. Gross floor area does not include parking facilities. For example, a property with an FAR of 1.0 has a building on it which is equal in floor area to the net area of the land on which it is built.

The applicant proposes to amend the Building Intensity Diagram on Page 41, Figure 7 to change the permitted FAR for the entire Phase I site from 1.3 and 0.7 to 1.4. The proposed changes to this diagram are included as Attachment 4 to this staff report. (The Building Intensity designation for the Future Expansion Site will remain unchanged).

Circulation Map Changes

The proposed Project would involve the abandonment of three streets: Haven Street, Watts Street and Emery Street (private) within the boundaries of the site. The General Plan Circulation Map designates the planned Haven Street extension through the Project Site to Doyle Street as a future Collector Street and Joint Bicycle/Pedestrian Corridor. The proposed amendment to the Circulation Plan would delete the north-south vehicle circulation route connecting Doyle and Haven Streets through the Project Site but would not preclude bicycles and pedestrians. The Project would also require the closure of Watts Street and a portion of Emery Street south of 45th Street within Phase I. The existing circulation plan and the proposed change is shown in Attachment 5.

Housing Element Changes

Housing and Neighborhood Characteristics - Potential Land Available for Housing

Underutilized Sites

The applicant proposes the following changes to Page 22, first paragraph, relating to large underutilized sites:

"In addition to these smaller residentially zoned in-fill sites, there are currently ~~six~~ **five** larger underutilized sites in which residential development is contemplated. The location of these sites is illustrated in Figure 2. Some of these sites may require a zone and general plan amendment or a use permit to accommodate housing. In fact, ~~three~~ **two** of the six underutilized parcels are currently undergoing planning review and are anticipated to contribute about ~~850~~ **450** to ~~1,000~~ **600** new units of housing in the next five years. Included is ~~are~~ the 40-acre Catellus site located on the southern border of the City which is anticipated to include 400 to 600 market-rate apartments; ~~the 16-acre Del Monte site in the South of Powell area which is projected to include about 400 condominium units;~~ and the 50-unit low-income senior project sponsored by the Redevelopment Agency, and developed by a non-profit housing developer for a parcel on San Pablo Avenue at 43rd Street. A second phase, adding an additional 25 units of market rate senior housing, is contemplated. ~~Developers studies for the Del Monte site have been submitted to Planning with approval anticipated to occur within the next year.~~ The Catellus site is under review by the City. A ~~fourth~~ **third** site, located directly east of the Emery Bay Club and Apartments is anticipated to be developed as Emery Bay Club and Apartments II with up to 270 units."

This change to the Housing Element is needed because the Del Monte site would no longer be available for housing. If the Kaiser Project is developed as proposed, the site would not be available to meet Emeryville's future housing demands.

Table 10: In fill lots in City of Emeryville

The applicant also proposes to change Table 10 on page 25 of the Housing Element to eliminate the portion of the Project Site currently zoned R-M (Medium Density Residential) from the list of available in fill residential sites. This change is needed because if the Project is approved, this site will no longer be available to meet Emeryville's housing goals. (See Attachment 3 for proposed changes to table)

Table 11: Underutilized Parcels

The applicant proposes to change Table 11 on Page 26 of the Housing Element to Eliminate the Del Monte site as an underutilized parcel. As mentioned above, if the site is developed with the Kaiser Project, it will no longer be an underutilized site available for residential development to meet the City's housing goals. (See Attachment 3 for proposed changes to table)

Other Housing Issues - ABAG Regional Housing Needs Determinations

The applicant proposes the following changes to Page 39, Paragraph 2 and tables, relating to affordable units available to meet ABAG's requirements for affordable units:

"It is anticipated that within a five year period, the City can produce approximately 548 ____ affordable units. These units, as well as planned market rate units, would break down as follows:"

The applicant also proposed that the chart following these text changes be modified to reflect the elimination of the Del Monte site as a potential housing site (See Attachment 3). The purpose of the chart is to demonstrate how the City intends to meet or attempt to meet ABAG's projections for the City's fair share of regional housing needs. The changes proposed above are necessary because the numbers presented assume that 80 moderate-income, and 320 above moderate-income units will be developed on the Del Monte site. If the Project is approved by the City, the Del Monte site cannot be considered as available to meet ABAG's requirements for Emeryville's fair share of the region's housing needs.

Housing Objectives, Policies and Programs

Housing Maintenance and Preservation

The applicant proposes the following change to Page 53, Policy 4, relating to Housing Maintenance and Preservation:

- "4. The City shall discourage the demolition or conversion of housing in sound condition ***unless such demolition is necessary or desirable for public health or welfare purposes.*** If demolition is necessary, the City shall investigate means to secure replacement housing for displaced persons and families of lower- or moderate-income, preferably in the immediate vicinity. The Project proponent could be required to construct the housing or could contribute fees into a fund for the purpose of constructing housing."

The purpose of this change is to put more flexibility into the policy and allow the demolition of housing in certain instances. This change, although not entirely necessary to establish the Project's consistency with the General Plan, does support the demolition of housing to allow the development of the Project as proposed.

Housing Opportunities

The applicant proposes the following changes to Page 55, Policies 2 and 3, relating to Housing Opportunities:

- "2. The City shall encourage residential development in mixed-use areas, particularly on large industrial sites, ***provided they are not needed for other public or quasi public purposes.***"

"3. The City shall facilitate the conversion of ~~underutilized or vacant~~ *underused* industrial areas when appropriate for residential or live/work use *and not needed for other public or quasi public purposes*. Several sites have been identified (see discussion on potential land suitable for residential development). The City shall take a pro-active position in assuring that the necessary discretionary actions are taken to accommodate residential development on these sites, whether as exclusively residential projects or as mixed use projects. Further, the City shall maximize conditional use permit densities when appropriate to the surrounding neighborhood."

The purpose of these changes are to allow more flexibility in the implementation of the policies for public or quasi public purposes. These changes, although not completely necessary to support the finding of the Project's consistency with the General Plan, do support the use of the "mixed use" and "underutilized" Project Site as a medical center rather than a potential housing site.

B. Evaluation of General Plan and Housing Element Amendments

Change in the permitted land use of the site

Much of the Project Site is considered by the General Plan to be an area susceptible to change because of a low improvement/land value ratio. This means that the value of the land is high relative to the value of the improvements on the land (see pg III-85 of the Appendix to the Emeryville General Plan). The redevelopment of the Project Site is consistent with this notion. A major objective of the Land Use Element is to "create a major activity center in the Bay Area with new office, commercial and high-tech industries and new housing of all types replacing obsolete, incompatible and low intensity prior uses" (Emeryville General Plan Community Development-Land Use Objective A, pg 21). The change in land use to accommodate the redevelopment of the site is consistent with this objective.

The commercial use of the Project Site would not conflict with surrounding land uses but would function as a transition zone between industrial areas to the west and residential uses to the east and north of the site.

Addition of hospitals and medical offices as permitted uses in Commercial Districts

The list of permitted uses is very general. Medical offices and hospitals are already considered conditionally permitted uses under this land use category. Therefore the proposed addition of hospitals and medical office buildings and related support facilities to the list of permitted uses is not considered a significant change to this land use category but will strengthen the consistency of the Project with the General Plan.

The potential loss of additional brick buildings along Park Avenue

The change to Policy #5 as proposed by the Project applicant could be interpreted to allow the removal of the Del Monte Building (as proposed by the Project) as well as other brick buildings along the north side of Park Avenue but not on the Project Site. The EIR suggests limiting the application of the text

change to the Del Monte Site to reduce the potential loss of other brick buildings along Park Street, west of the site. The modified Policy as proposed in the EIR would be as follows:

"The existing brick buildings along *the south side of Park Avenue between San Pablo and Hollis Street and along both sides of Park Avenue from Hollis Street to the SP Railroad* should be retained and restored to preserve and enhance the historic value of the street. The existing continuous street facade *along these portions of Park Avenue* should be preserved."

Addition of Health Care Element

The addition of the Health Care Element is consistent with the citywide goal to provide services and facilities for Emeryville's citizens and to protect public health and safety. Staff considers this an important addition to the General Plan.

Increases in the Allowable Building Density of Development on the Site

Currently, the General Plan establishes an allowable FAR of 1.3 for roughly 75 percent of the Phase I site. A 0.7 FAR applies to the remaining 25 percent which includes the southwest corner of the Del Monte property and the frontage along Park and San Pablo Avenues. Development of the proposed medical center in Phase I would result in a floor area ratio of about 1.26 which is less than the 1.3 FAR applied to about 75 percent of the site but greater than the 0.7 FAR allowed along Park and San Pablo Avenues. The construction of the future phases of the Project would result in an FAR of approximately 1.4 on the Phase I site. The change to the Building Intensity Diagram is necessary to allow approval of the PDP as proposed.

The Project proposes an overall FAR of 0.55 on the Future Expansion site. Because this density is well within the permitted FAR's of 1.9, 1.3 and .5, no changes are proposed to the Building Intensity Diagram for the Future Expansion site.

The Project is designed to locate the taller structures in the center of the Project Site and the lower, liner buildings along portions of the perimeter of the site. This design would reduce the potential visual impacts associated with the placement of large structures adjacent to smaller pedestrian oriented street frontages and provide distance between the taller buildings and the adjacent land uses. Furthermore, this design is consistent with the General Plan Community Design Policy which encourages development of the area between 47th Street and Park Avenue with a continuous street facade, uniform setbacks and interior open spaces. Although development on the Project Site would increase the land use intensity over existing conditions, the change in the permitted FAR is insignificant when the Site is considered as a whole.

Changes to the Circulation System

The potential traffic impacts associated with this amendment have been evaluated in the EIR prepared for the Project. The conversion of Haven Street, Watts Street and Emery Street from public or private rights-of-way to private roads, or closed altogether in the case of Watts Street, would allow pedestrian,

bicycle, and limited vehicular access. The elimination of the Haven Street extension would increase traffic on Hollis Street. The EIR proposes that Haven Street be extended on the north side of the Project from 47th Street to Powell Street to provide another point of access to the site from the north. This would reduce traffic on Hollis Street and help implement the Circulation Plan Map to improve Haven as a collector street and joint bicycle/pedestrian corridor. With the mitigation measures proposed, this change to the Circulation Plan Map is not expected to significantly impact the overall circulation of the neighborhood.

Loss of a future housing site

Most of the changes proposed to the Housing Element relate to the elimination of the Del Monte site as a potential future housing site. The site would no longer be available to help meet the City's fair share housing requirements set by ABAG. As discussed above, during the past four years, the City has aggressively marketed the Project Site to residential and mixed use developers. City Staff worked with at least four different developers to pursue the development of housing on the Project Site. These efforts have been unsuccessful. The proposed Development Agreement and Participation Agreement requires Kaiser to contribute to the development of affordable and market rate housing by lending funds to the Redevelopment Agency for such development, the benefits of which outweigh any impact of the loss of the potential development of this site as housing at some time in the unforeseeable future. This issue is discussed in detail in the *Responses to Comments* document starting at page III-4.

Loss of existing housing

The applicant proposed to amend Policy 4 (page 53) of the Housing Element relating to the preservation of existing housing. While it is extremely important to protect the City's existing housing stock, the benefits of certain projects can outweigh the need to preserve existing housing. The amendment to the policy would allow the City the flexibility to demolish housing when it is necessary or desirable to protect the public health and welfare of the community. Thus, each case can be evaluated on its own merits. In this case the substantial benefits to the public health and welfare of the community outweigh the serious costs associated with the loss of existing homes. Housing units demolished as a part of this project will result in compensation to owners and tenants in accordance with Redevelopment Law. Also the Replacement Housing Plan will provide funds to ensure that the Agency is able to replace all the affordable units demolished. The change to the text of the policy, although not entirely necessary to establish the Project's consistency with the General Plan, does support the demolition of housing to allow the development of the Project as proposed.

The Emeryville Redevelopment Agency has approved and the City Council has adopted the "Relocation Plan for the Kaiser Permanente Medical Center Project" which will ensure that residents (and businesses) that are required to move as a result of the Project will be provided relocation benefits and assistance in accordance with the State Relocation Assistance Act and the State Relocation Guidelines. In addition, the Agency has adopted a Replacement Housing Plan to ensure the replacement of low and moderate income housing units which are removed as a result of the Project.

D. Staff Recommendation

City of Emeryville staff recommends that the Planning Commission recommend to the Emeryville City Council that the aforementioned General Plan Amendments are in the public interest and that the proposed General Plan Amendments be adopted by Resolution of the City Council.

VII. PLANNED UNIT DEVELOPMENT

A. Overview of PUD Process

As mentioned previously the entire 30-acre Project Site is proposed to be rezoned to Planned Unit Development/Commercial (PUD/C). At this time, this requires approval of a Preliminary Development Plan (PDP) for the Phase I Site and Future Expansion Site and a Final Development Plan (FDP) for the hospital building on the Phase I Site. The PUD zoning designation is intended to allow flexibility and originality in the physical design of the Project. A PUD zone would be created through the approval of a PDP for the Project which establishes the type and intensity of the uses on the site.

The Planned Development Permit involves a three phase process: concept plan review; PDP review; and FDP review.

A concept plan for the Kaiser Project was submitted to the City in April of 1993 and reviewed by the Planning Commission on April 29, 1993. Kaiser submitted a preliminary application letter on December 8, 1993. Between December 9, 1993 and June 1, 1994 numerous meetings with Staff and design review consultants were held. Formal application of the rezoning to PUD/Commercial was submitted on June 1, 1994. Supplemental detailed submittals and re-submittals were submitted between June and October 1994. The entire application is on file with the City of Emeryville Planning Department.

The Planning Commission must review the PDP and make a recommendation to approve, conditionally approve, or deny the Project. The City Council must take final action (approval, conditional approval, denial) on any PDP. Both the Planning Commission and the City Council must conduct a public hearing on the PDP.

In order to approve a rezone to Planned Unit Development/Commercial, the City Council must make specific findings which are listed below and are included in the Planning Commission Resolution (see Attachment 9 to this staff report).

The FDP generally must be submitted within 24 months of approval. However, the proposed development agreement between the City and the applicant may extend this period. In this case, the applicant has submitted the FDP for Phase IA of the Project (which includes the first phase of the hospital building and associated landscaping and circulation areas).

B. Rezoning

Existing Zoning of the Site

The proposed Planned Unit Development includes the rezoning of the property to PUD/C from its current zoning of Medium Density Residential (R-M), Neighborhood Commercial (C-N), Custom Manufacturing (C-I), and General Commercial (C-G). The specific uses permitted in these Zoning Districts is contained on page 27 of the EIR and in Sections 9.4.10 through 9.4.38 of the City of Emeryville Zoning Ordinance. The Phase I site consists of properties zoned R-M, C-N, C-G, and I-C. The eastern portion of the Future Expansion site is currently zoned M-U, and the western portion is zoned C-N. Attachment 6 to this staff report shows the existing zoning of the Project and the zones of properties adjacent to the Project Site.

Evaluation of Rezoning

The City permits the use of Planned Unit Developments to encourage comprehensive site planning for larger residential, commercial, industrial, institutional, or mixed use projects. The designation allows for flexibility and ingenuity in project design. In order to approve the proposed rezone to Planned Unit Development/Commercial (PUD/C), the Emeryville Planning Commission and City Council must make findings that the Project is consistent with each of the following provisions contained in the PUD Ordinance:

- **The proposed medical center conforms with the adopted General Plan of the City and with any applicable specific plans.**
- **The proposed medical center at its proposed location provides for a cohesive, integrated, well planned development, which will contribute to the general well-being of the surrounding neighborhood or community.**
- **The Project Site is suitable for the uses permitted in the Proposed Project in terms of access, size of parcel, and relationship to similar or related uses.**
- **The location, size, design and operating characteristics of the proposed medical center will be substantially compatible with and will not be materially detrimental to the neighborhood character, the availability of civic facilities and utilities, the capacity and physical character of surrounding streets, the physical safety of the immediate area, and the amount of light falling on adjacent buildings and open space.**
- **The Project Site will be graded and developed with due regard for aesthetic quality and landscaping so as to reduce, to the extent feasible, significant negative impacts on the environmental quality, value, or stability of the site or the environmental quality or value of improved or unimproved property in the area.**
- **The proposed medical center will be developed to allow originality which does not have**

significant adverse impacts on the environmental quality or value of improved or unimproved property or prevent appropriate development and use of such areas.

- The proposed medical center has been designed to include open space, parking areas, pedestrian walks, signs, illumination, and landscaping (including irrigation) to enhance the environmental quality of the site.

C. Evaluation of Preliminary Development Plan (Phase I and Future Expansion Phase)

Urban Design Guidelines for the Kaiser Permanente Medical Center, adopted by the Planning Commission in August of 1993, were incorporated into the Project to insure that the Project is developed in a manner sensitive to the existing neighborhood. The PDP and each subsequent phase of development will be subject to review for compliance with the Urban Design Guidelines, the mitigation measures, and conditions of Project approval.

The PDP has been reviewed by City staff to insure compatibility with the adopted Urban Design Guidelines and compliance with the PUD Ordinance. Staff has met with representatives of the applicant's design team to discuss various design issues. Michael Pyatok, who assisted the Planning Commission in drafting the Kaiser Urban Design Guidelines, has participated in the review of the PDP and the staff analysis reflects his input. The Project applicant has indicated that conditions recommended by staff can be accommodated in the Project design if so directed by the Planning Commission and City Council. Staff's analysis has focused on several key elements of the Project design including: the design of and materials used for the liner buildings; the need for a visual and pedestrian corridor from San Pablo Avenue into the Project; landscape design of the Central Courtyard; security issues; design of the open space in front of the hospital building along Park Avenue; and the "Urban Frame" design. Proposed conditions resulting from staff's analysis are listed in Attachment 12 to this staff report.

Liner Buildings

The proposed plan includes small courtyard spaces between the liner buildings located along the San Pablo Avenue, 45th Street and Park Avenue frontages. These courtyard spaces are intended to provide areas for expansion of retail/commercial uses should the demand arise in the future. Staff is concerned that this is an impractical way to provide for the Future Expansion and would prefer that continuous liner buildings be established along San Pablo Avenue early in the Project construction. Staff agrees that including courtyards along San Pablo Avenue is a good idea. However, it is Staff's position that these courtyards should not be viewed as "expansion areas" but as permanently available courtyards. To this end, it is Staff's recommendation that the plan retain the courtyards at the corners of San Pablo Avenue and Park Avenue and San Pablo Avenue and 45th Street and add an additional courtyard mid-block. These courtyards will then serve as permanent pieces of the San Pablo Avenue streetscape and provide a needed open space amenity for the commercial tenants and customers. The mid-block courtyard would serve a dual purpose of also providing for the visual and physical passage or

connection from San Pablo Avenue to the interior open space of the Project. Staff suggests that the liner buildings around the parking structure along San Pablo Avenue be designed so that a continuous row of liner buildings is created along San Pablo Avenue, leaving expansion areas for the liner uses along the Park Avenue and 45th Street edges of the parking structure. (See PDP condition 6a).

The development of San Pablo Avenue is important to the redevelopment and future image of the City of Emeryville. The City has prepared the San Pablo Avenue Revitalization Plan which outlines the basic strategy to "transform San Pablo Avenue into an active, attractive retail center."

The current PDP does not provide a pedestrian entrance to the Kaiser portion of the Project Site from San Pablo Avenue. Earlier plans reviewed by staff included a pedestrian visual corridor linking San Pablo Avenue with the open space/courtyard area on the interior of the site. This corridor created a point of arrival to the Kaiser Project from San Pablo Avenue and a symbol along San Pablo Avenue that the Kaiser Project was located along this street as well. Subsequent designs shown to staff, and the current PDP, do not include this pedestrian/visual corridor due to several reasons, many of which are related to the location of the Central Utility Plan (now proposed to be located along Emery Street in the middle of the parking structure) and the costs associated with constructing two parking structures to provide the pedestrian/visual corridor.

Staff believes that an attractive pedestrian/visual corridor linking San Pablo Avenue with the rest of the Kaiser Project is essential to ensure that the Kaiser Project is prominent to pedestrians and motorists traveling along San Pablo, and to insure the visibility of retail and commercial uses proposed in the liner buildings as well as the revitalization of other retail and commercial uses along San Pablo Avenue. The corridor would also provide a pleasant pedestrian connection from Kaiser for employees and visitors to the shops on San Pablo Avenue. The Kaiser Project frontage along San Pablo Avenue is essentially equivalent to the length of two city blocks, and the proposal has no prominent pedestrian or other access into the Project. This connection through the Project is vital to encourage Kaiser employees and visitors to frequent the shops on San Pablo Avenue. In addition, there is a large residential neighborhood east of San Pablo Avenue that could benefit from the availability of open space near their homes. Finally, the courtyard connection from San Pablo Avenue to the interior courtyard could be designed to include a Bus/Shuttle Stop located opposite the terminus of 43rd Street and connected via a crosswalk, thereby creating a very active "people place" on San Pablo. For these reasons, staff has prepared Condition 6b, which would require the PDP to be revised to include a pedestrian/visual corridor with a minimum width of 30' connecting San Pablo Avenue to the interior of the Project Site.

The materials used for the liner buildings along San Pablo Avenue, Park Avenue and 45th Street will be important for integrating the Project with the surrounding buildings and meeting the intent of the General Plan to preserve the character of this neighborhood. Staff suggests that materials reflect the character of the surrounding area and that all brick work utilize a type of brick that is visually similar to the authentic bricks used on the existing buildings in the area (see PDP Condition 7).

The architectural design of the liner buildings should also be reflective of the architectural diversity in the neighborhood, specifically along the length of San Pablo Avenue, including such elements as

alternating bays or other features. Roof lines should also be varied along the San Pablo frontage to provide an interesting visual character (see PDP Condition 7).

Liner buildings located along Park Avenue should incorporate authentic brickwork into the facades to be visually compatible with other buildings along Park Avenue (see PDP Condition 8).

Central Courtyard

The primary purpose of the Central Courtyard is to function as open space for the employees and patients of the Project. A secondary purpose is to provide an attractive open space destination for the neighborhood and the City of Emeryville. Kaiser intended to allow the courtyard to be open to the public during light hours and closed during the night for security reasons. Staff agreed with the approach. Staff believes that the courtyard design as depicted in the PDP reflects more of a suburban approach to this important open space area. Staff recommends that the courtyard be designed to be reflective of the urban character of the site, the neighborhood and the City through the use of additional hard-scape (fountains, sculptures, etc.) and landscaping treatments (see PDP Condition 9).

Hospital Open Space (Park Avenue)

The open space/pedestrian area in front of the hospital building along Park Avenue was presented in preliminary designs as an outdoor room which would provide a transition between the hospital and the street. The current design as depicted in the PDP includes a landscape element behind the Urban Frame element located along the street. Staff feels that this design does not utilize the full potential of this area and would limit the use of this area because of the lack of gathering places that are large enough to accommodate a variety of activities such as health fairs, special events, etc. Staff recommends that this area be redesigned to provide additional areas for people to gather by creating additional pockets in the landscape wall along the hospital building frontage (see Condition 10).

The Urban Frame also helps to create the connection between the hospital and the street along Park Avenue. The Urban Frame has been designed to provide an interesting visual element to the Hospital facade along Park Avenue. In addition, the Urban Frame is intended to be reminiscent of the Del Monte Cannery Building which has occupied this site for many years by using red bricks, trusses and other features common on the Del Monte building. Staff's concerns regarding the Urban Frame are minor and intended to make this an interesting feature of the Project and a more friendly and visually pleasing place. Staff recommends that the proposed solid panels be eliminated and replaced with "slat walls" no taller than 3 feet to provide areas for seating or landscaping. This slight change will increase the amount of sunlight and improve security. The Urban Frame should also be redesigned to include additional variation in expression. Alternating the sizes of openings or use of different cap elements may be easy ways to provide this variation.

Exceptions to Height Requirements and Building Intensity Requirements

The Planned Unit Development Preliminary Development Plan includes exceptions to the City's Building Intensity and Building Height Requirements established in the Zoning Ordinance. The

exception to the City's Building Intensity Diagram which is both a part of the City's General Plan and the City's Zoning Ordinance is discussed on page 24 of this staff report. The Project will involve building heights between 50 and 125 feet. The maximum building heights for the Project Site permitted by the Zoning Ordinance are between 40 and 50 feet. If the Project is approved, the permitted building height will be set by the PUD zoning rather than the existing zoning. Building height and intensity would be regulated through flexible design that integrates the Project with the surrounding area.

D. Evaluation of Final Development Plan (Phase IA - Hospital)

Issues related to the FDP include materials and colors, design of hospital facade and architectural expression.

The materials and colors used for the building are important to the integration of the Project with its surroundings and with the different components of the Project (i.e. the parking structures and the liner buildings). Materials for the hospital have not been submitted by the applicant. As such, staff is recommending that the materials be submitted for review and approval by the Emeryville Planning Director prior to issuance of building permits for the hospital building (see FDP Condition 13). In addition to materials, the FDP submittal does not include specific details related to landscaping, utilities and grading. Staff is recommending that these issues be resolved on a staff level in consultation with the Project designers and the applicant prior to issuance of building permits.

E. Conditions of Approval

Conditions of approval for the PUD are contained in Attachment 12. The conditions include standard City of Emeryville conditions pertaining to site improvements, civil engineering plan, site maintenance, compliance with environmental mitigation measures, as well as conditions on the PDP and FDP as discussed in the above analysis.

F. Staff Recommendation

Staff recommends that the Planning Commission, after holding a public hearing on the rezone to Planned Unit Development/Commercial, adopt the required findings and forward a recommendation of approval to the City Council on the Rezone to Planned Unit Development/Commercial, the Preliminary Development Plan for the Phase I Site and Future Expansion Site and the Final Development Plan for the hospital building on the Phase I Site as set forth in the Planning Commission Resolution (see Attachment 9).

VIII. DEVELOPMENT AGREEMENT

A. Overview of Development Agreement Process

The Development Agreement proposed between Kaiser and the City would vest Kaiser's development approvals as to the Phase I Site for a 30-year term, provide long term assurances with respect to development of Phase I of the Project, and obligate Kaiser to perform the specified requirements and conditions. The proposed provisions and conditions of the Development Agreement are included as Attachment 14 to this staff report. The Development Agreement must be approved by the City of Emeryville City Council by Ordinance after a recommendation is forwarded by the Planning Commission.

B. Key Development Agreement Points

As a part of the development agreement, Kaiser has proposed certain programs and fees to offset potential impacts associated with the Project, as well as to provide benefits to the City of Emeryville. The fees originally negotiated between the City and Kaiser were based on full buildout of the Project on the Phase I Site and Future Expansion Site. Since this development agreement only covers the Phase I Site, some of the fees were reduced by 20%, the approximate ratio that the square footage of the Future Expansion bears to the full buildout. However, this reduction only affected the Public Services Fee, Mass Transit Program Fee, the Public Safety Fund and the Small Business Retention Fee. The Utility User Tax is estimated at \$80,000 per year instead of \$130,000 per year because of the smaller Project proceeding at this time. The Art Fund Fee is estimated at \$720,000 instead of \$900,000. However, this amount of \$720,000 is still approximately \$200,000 more than what is required by the Percent for Art Ordinance.

Said Ordinance provides that a developer shall devote 1% of the total building construction costs to publicly accessible art. Kaiser's proposed Project at full buildout is estimated to cost \$129,500,000. However, it is estimated that construction of the hospital building itself will cost \$76,500,000. Yet, if the Project is approved, Kaiser would not obtain building permits for the hospital from the City, but rather from OSHPD. Since the building permit is the triggering activity to collect the percent for art fee by City Ordinance, the City would have no means to enforce and collect the fee. Consequently the 1% should be based on a Project cost of \$53,000,000 (i.e. \$129,500,000 to \$76,500,000) resulting in a fee of \$530,000 for full buildout. Nevertheless, Kaiser will be paying \$720,000 just for Phase I. These programs and fees include:

- Emeryville Housing Program - Kaiser proposed to lend up to, \$15,000,000 over the term of the development agreement to provide new housing including affordable housing in the City of Emeryville.
- Development Fees - Kaiser proposes the following annual or one time fees as specified:
 - Utility User Tax, estimated at \$80,000 per year
 - Public Services Fee, \$400,000 per year
 - School Contribution Fee, \$20,000 per year
 - Senior Center Fee, \$50,000 per year
 - Low Income After School Care Fee, \$40,000 per year
 - Mass Transit Program, \$80,000 per year for 25 years

- Property and Sales Taxes, estimated at \$382,000 per year
- Public Safety Fund, \$320,000 one-time fee
- Planning and Building Permit Fees, estimated at \$704,000 one-time fee
- Traffic Impact Fee, estimated at \$420,000 one-time fee
- Small Business Retention Fee, \$240,000 one-time fee
- Art Fund, \$720,000 one-time fee
- Bay Shellmound Contingent Assessment, estimated at \$355,000 one-time fee
- Bay Shellmound Basic Assessment, estimated at \$260,000 per year over a 25-year period pursuant to applicable assessment bond.

C. Staff Recommendation

Staff recommends that the Planning Commission find that the development agreement is consistent with the General Plan as proposed to be amended and recommend to the City Council that it approve the Development Agreement by adoption of an ordinance authorizing the City Manager to execute the Development Agreement as set forth in the Planning Commission Resolution (See Attachment 9).

IX. CONCLUSIONS/NEXT STEPS

Upon completion of the Planning Commission Hearing, the Project applications will be forwarded to the City Council and Redevelopment Agency as appropriate, along with the Planning Commission's recommendations for their consideration.

List of Attachments

Attachment 1 - Figure Showing Project Location

Attachment 2 - Figure Showing Proposed General Plan Land Use Changes

Attachment 3 - List Proposed General Plan Text Changes

Attachment 4 - Figure Showing Proposed Changes to the General Plan Building Intensity Diagram

Attachment 5 - Figure Showing Proposed General Plan Circulation Plan Map Changes

Attachment 6 - Figure of Proposed Zoning Changes

Attachment 7 - Preliminary Development Plan (11" x 17" packet)

Attachment 8 - Final Development Plan Phase IA (15" x 21" packet)

Attachment 9 - Planning Commission Resolution

Attachment 10 - Planning Commission Resolution Recommending that the City Council Adopt the Proposed Shellmound Park Redevelopment Plan Amendment

Attachment 11 - Aerial Photo Showing Surrounding Land Uses.

Attachment 12 - Conditions of Approval

Attachment 13 - Mitigation Monitoring Plan

Attachment 14 - Proposed Development Agreement

Attachment 15 - FEIR (incorporate by reference and sent under separate cover)

Attachment 1
Figure Showing Project Location

Kaiser Permanente Medical Center Planning Commission Staff Report	PROJECT LOCATION MAP	Attachment 1
<p>Not To Scale</p>	<p>November 3, 1994</p>	

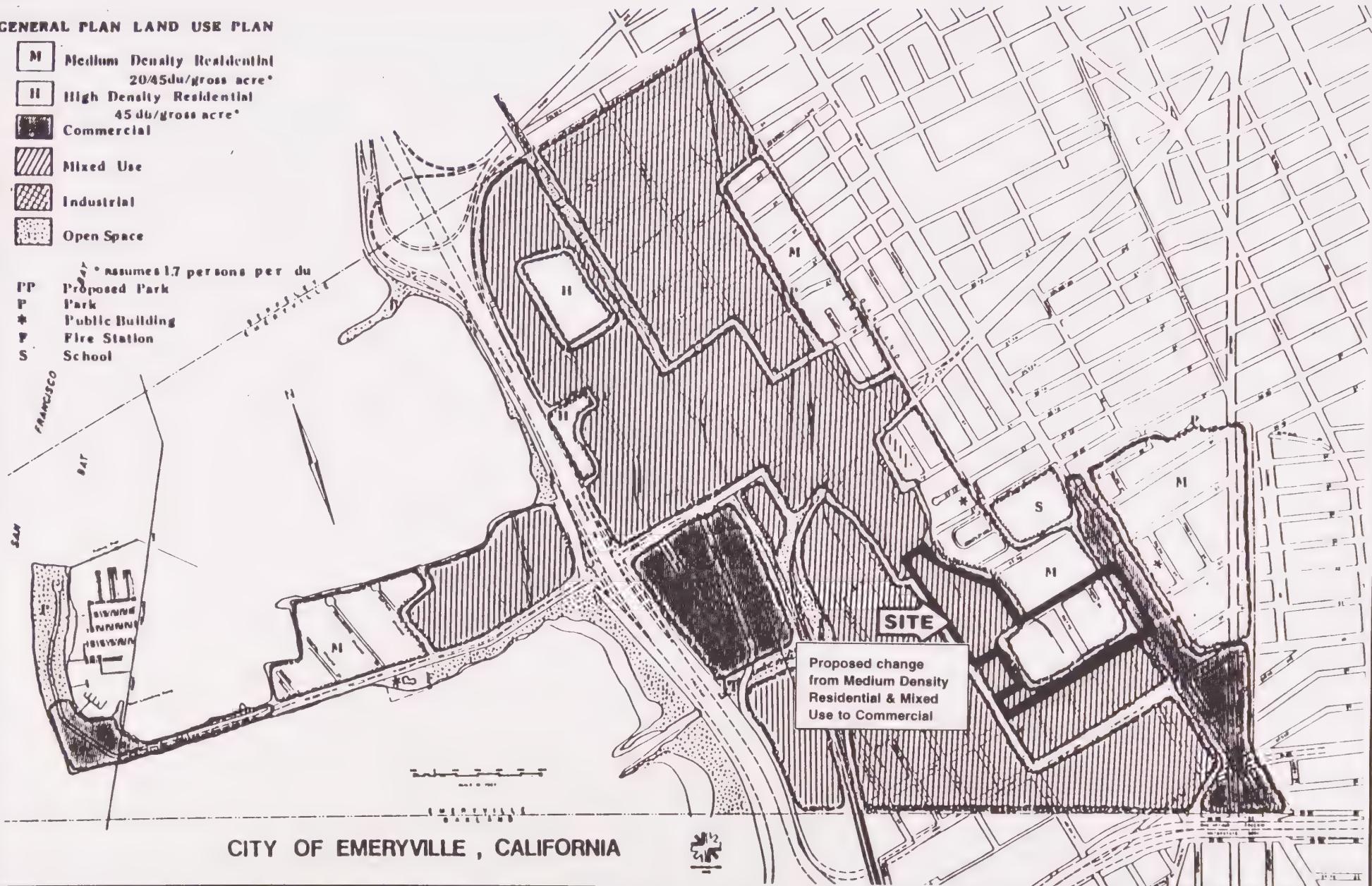
Attachment 2
Figure Showing Proposed General Plan Land Use Changes

GENERAL PLAN LAND USE PLAN

- M** Medium Density Residential
20/45du/gross acre*
- II** High Density Residential
45 du/gross acre*
- C** Commercial
- M** Mixed Use
- I** Industrial
- OS** Open Space

* assumes 1.7 persons per du

- PP** Proposed Park
- P** Park
- *** Public Building
- F** Fire Station
- S** School



CITY OF EMERYVILLE, CALIFORNIA

Kaiser Permanente
Medical Center
Planning Commission
Staff Report

PROPOSED CHANGES TO THE
GENERAL PLAN LAND USE PLAN

Attachment 2

November 3, 1994

Attachment 3
List Proposed General Plan Text Changes

ATTACHMENT 3

Proposed General Plan Text Changes

Community Development - Housing

The applicant proposes the following change to Page 5, Policy 4, relating to the demolition of existing housing:

"4. The City shall discourage the demolition of housing in sound condition *unless such demolition is necessary or desirable for public health or welfare purposes*¹. If demolition is necessary, the City shall investigate means to secure replacement housing for displaced persons and families of lower or moderate income, preferably in the immediate vicinity. The project proponent could be required to construct the housing, or could be [required to] contribute fees into a fund for the purpose of constructing housing."

The applicant proposes the following change to Page 6, Policy 2, relating to creating new housing opportunities in mixed use areas:

"2. The City shall encourage residential development in mixed use areas, particularly on large industrial sites, *provided that they are not need for other public or quasi public purposes.*"

The applicant proposes the following change to Page 6, Policy 3, relating to the use of underused industrial areas:

"3. The City shall facilitate the conversion of underused industrial area when appropriate for residential or live/work use *and not needed for other public or quasi public purposes*. Several sites have been identified (see discussion on potential land suitable for residential development). The City shall take a pro-active position in assuring that the necessary discretionary actions are taken to accommodate residential development on these sites, whether as exclusively residential projects or as mixed use projects. Further, the City shall maximize conditional use permit densities when appropriate to the surrounding neighborhood."

¹ Words appearing in bold italics are proposed additions to the General Plan text.

Community Development - Land Use

The applicant proposes the following change to Page 22, Policy 9, relating to commercial development:

"9. The Land Use Plan establishes the general locations of commercial activities. These consist of office and general commercial activities ranging from small businesses serving local neighborhoods to regional retail and administrative offices *including hospitals, medical office buildings and related support facilities*. While both commercial activities will be located throughout the city except in residential districts, and the bulk of offices will be found in mixed-use districts, areas are established where they are to be the predominant use. Residential use, in addition to the primary commercial use of property, is strongly encouraged in these areas.

Building intensity for commercial uses shall be controlled by standards established in the zoning regulations. Controls may consist of building height limitation, setback and on-site parking requirements, and any other means such as floor area ratios (FAR: the square footage of a building as a percentage of the square footage of the lot)."

Community Development - Community Design

The applicant proposes the following changes to Page 25, Policy 5 of the General Plan:

"5. The existing brick buildings along *the south side of Park Avenue* should be retained and restored to preserve and enhance the historic value of the street. The existing continuous street facade *on that side of Park Avenue* should be preserved."

Alternate wording proposed by staff:

"The existing brick buildings along *the south side of Park Avenue between San Pablo and Hollis Street and along Both sides of Park Avenue from Hollis Street to the SP Railroad* should be retained and restored to preserve and enhance the historic value of the street. The existing continuous street facade *along these portions of Park Avenue* should be preserved."

Public Health and Safety - Health Care

The applicant proposes the following additional section to be added to page 34, Public Health and Safety Element:

HEALTH CARE

Objective

A. Provide adequate health care services for Emeryville residents

Policies

- 1. The City shall encourage the construction of new medical facilities designed to provide health care services to Emeryville and surrounding residents.***
- 2. New medical facilities should be encouraged to provide health related services to Emeryville residents including health education, senior related services, emergency care and other such programs and services that benefit the public.***

Proposed Housing Element Text Changes

Housing and Neighborhood Characteristics - Potential Land Available for Housing

The applicant proposes the following changes to Page 22, first paragraph, relating to large underutilized sites:

"In addition to these smaller residentially zoned in-fill sites, there are currently ~~six~~ *five* larger underutilized sites in which residential development is contemplated. The location of these sites is illustrated in Figure 2. Some of these sites may require a zone and general plan amendment or a use permit to accommodate housing. In fact, ~~three~~ *two* of the six underutilized parcels are currently undergoing planning review and are anticipated to contribute about ~~850~~ *450* to ~~4,000~~ *600* new units of housing in the next five years. Included ~~is~~ *are* the 40-acre Catellus site located on the southern border of the City which is anticipated to include 400 to 600 market-rate apartments; ~~the 16-acre Del Monte site in the South of Powell area which is projected to include about 400 condominium units;~~ and the 50-unit low-income senior project sponsored by the Redevelopment Agency, and developed by a non-profit housing developer for a parcel on San Pablo Avenue at 43rd Street. A second phase, adding an additional 25 units of market rate senior housing, is contemplated. ~~Developers studies for the Del Monte site have been submitted to Planning with approval anticipated to occur within the next year.~~ The Catellus site is under review by the City. A ~~fourth~~ *third* site, located directly east of the Emery Bay Club and Apartments is anticipated to be developed as Emery Bay Club and Apartments II with up to 270 units."

The applicant proposes the following changes to Page 25, Table 10, relating to infill sites:

TABLE 10
IN FILL LOTS IN CITY OF EMERYVILLE

All of the lots listed below are zoned R-M (Medium Density Residential), do not require zoning changes for residential development and have available public services and facilities.

NUMBER ON MAP (Figure 1)	SIZE	DENSITY ALLOWABLE	
		(permitted)	with conditional use permit
1	6420 sf	3 units	7 units
2	8543 sf	8 units	9 units
3	3745 sf	2 units	4 units
4	7000 sf	3 units	7 units
5	3566 sf	2 units	4 units
6	2146 sf	1 unit	2 units
7	3384 sf	2 units	4 units
8	4597 sf	2 units	4 units
9	2000 sf	1 unit	2 units
10	7500 sf	3 units	8 units
11	4540 sf	2 units	4 units
12	8123 sf	4 units	8 units
13	4300 sf	2 units	4 units
14	4000 sf	2 units	4 units
15	1795 sf	1 unit	2 units
Total Potential Units		38 35 units	73 65 units

The applicant proposes the following change to Page 26, Table 11, relating to underutilized parcels: See following page.

TABLE 11: Underutilized Parcels

SITES

	CATELLUS	DEL MONTE	EMERYVILLA	EBG & AII	ST. ALBAN'S (MOLIDAY I.M.)	CHRISTIE
SIZE, Sq. Ft. Total Parcel	1,743,400 (480,000 Housing)	522,720	75,000	196,850	91,476	300,234 (6 Parcels)
EXISTING ZONING	LI	RM/NC	GC	RM	MU	MU
PROPOSED ZONING	Change to MU	Change to MU	Obtain CUP	Change to RH	Allow higher density (Gen. Plan amend.)	No change needed
DENSITY (with existing zone) (DU/Acre)	NONE	20 45 w/CUP	20 45 w/CUP	20 45 w/CUP	45 60 w/CUP	45 60 w/CUP
(with zone change)	45 60 w/CUP	20 45 w/CUP	NONE NEEDED	45 108 w/CUP	45 108 w/CUP	NONE NEEDED
# UNITS ALLOWED (with existing zone)	NONE	240 540 w/CUP	34 77 w/CUP	90 203 w/CUP	95 126 w/CUP	457 610 w/CUP
with zone change	503 671 w/CUP	240 540 w/CUP	NONE NEEDED	203 486 w/CUP	95 227 w/CUP	NONE NEEDED
PUBLIC SERVICES	Yes	Yes	Yes	Yes	Yes	Yes
TIME FRAME	Under Evaluation	Under Evaluation	Completion Date, 1992	Projected start date March 1992	Under Evaluation	N/A
# UNITS ANTICIPATED (AFFORDABLE)	400-600 (20% low/mod)	400 (20% low/mod)	75 (50 very low, 25 market rate)	270 (55 very low, 55 lower, 160 moderate)	300 (20% low/mod)	200 (3 parcels) (20% low/mod)
PROJECT STATUS	Pre-Application in	Preliminary plans under review	Completion mid-1992	Application in to Planning Commission	Application in to Planning Commission EIR underway	No formal proposal submitted to date

Other Housing Issues - ABAG Regional Housing Needs Determinations

The applicant proposes the following changes to Page 39, Paragraph 2 and tables, relating to affordable units:

"It is anticipated that within a five year period, the City can produce approximately **548 468** affordable units, ~~exceeding the 505 affordable units required by ABAG~~. These units, as well as planned market rate units, would break down as follows:

	ABAG Requirement	City Plans
Very Low Income	199	139 = 50 Emery Villa 5 Vacant Housing 54 Emery Bay II 30 Rental Rehabs
Lower Income	138	119 = 15 Vacant Housing 54 Emery Bay II 50 First Time Home
Moderate Income	168	290 210 = 50 First Time Home 80 Del Monte (20% of Total) 100 Catellus (20% of Total) 60 St. Albans (20% of Total)
SUBTOTAL	505	548 468
Above Moderate Income	260	960 640 = 320 for Del Monte 400 for Catellus 240 for St. Albans
TOTAL	765	1508 1108

By income category, the number of housing units that can be constructed, rehabilitated and conserved over a five-year period is as follows:

Quantified Objective	New Construction	Rehabilitation	Conservation
Very Low Income	109	30	125
Low Income	69	20	125
Moderate Income	240 160	0	0
Above Moderate	1122 802	0	0

Housing Objectives, Policies and Programs

The applicant proposes the following change to Page 53, Policy 4, relating to Housing Maintenance and Preservation:

"4. The City shall discourage the demolition of housing in sound condition *unless such demolition is necessary or desirable for public health or welfare purposes*². If demolition is necessary, the City shall investigate means to secure replacement housing for displaced persons and families of lower- or moderate-income, preferably in the immediate vicinity. The project proponent could be required to construct the housing or could contribute fees to a fund for the purpose of constructing housing.

The applicant proposes the following change to Page 55, Policy 2, relating to Housing Opportunities:

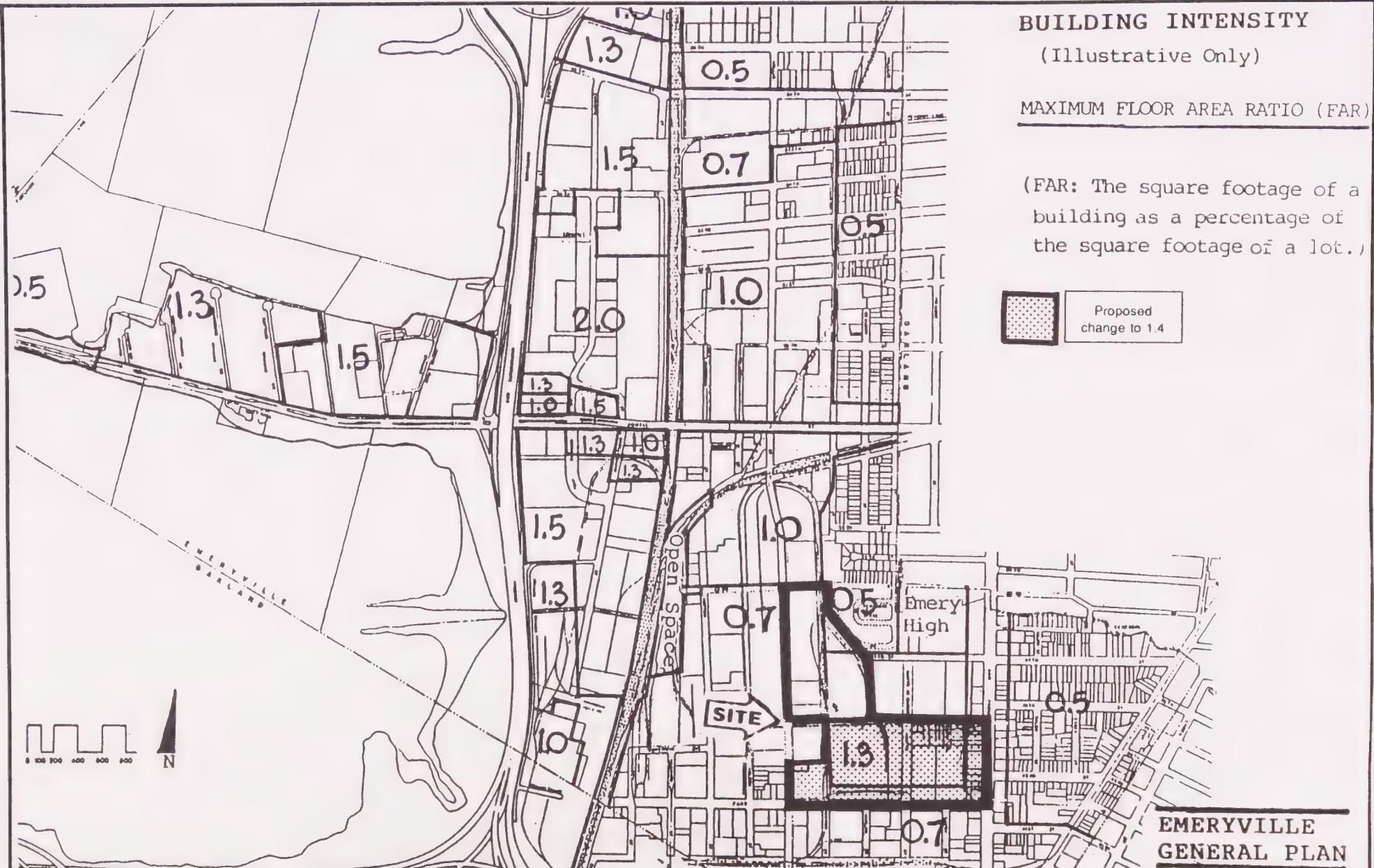
"2. The City shall encourage residential development in mixed-use areas, particularly on large industrial sites, *provided they are not needed for other public or quasi public purposes*."

The applicant proposes the following change to Page 55, Policy 3, relating to Housing Opportunities:

"3. The City shall facilitate the conversion of ~~underutilized or vacant~~ *underused* industrial areas when appropriate for residential or live/work use *and not needed for other public or quasi public purposes*. Several sites have been identified (see discussion on potential land suitable for residential development). The City shall take a pro-active position in assuring that the necessary discretionary actions are taken to accommodate residential development on these sites, whether as exclusively residential projects or as mixed use projects. Further, the City shall maximize conditional use permit densities when appropriate to the surrounding neighborhood."

² Words appearing in bold italics are proposed additions to the General Plan text. Words appearing with strikeouts are proposed deletions to the text.

Attachment 4
**Figure Showing Proposed Changes to the General Plan Building
Intensity Diagram**



Kaiser Permanente
Medical Center
Planning Commission
Staff Report

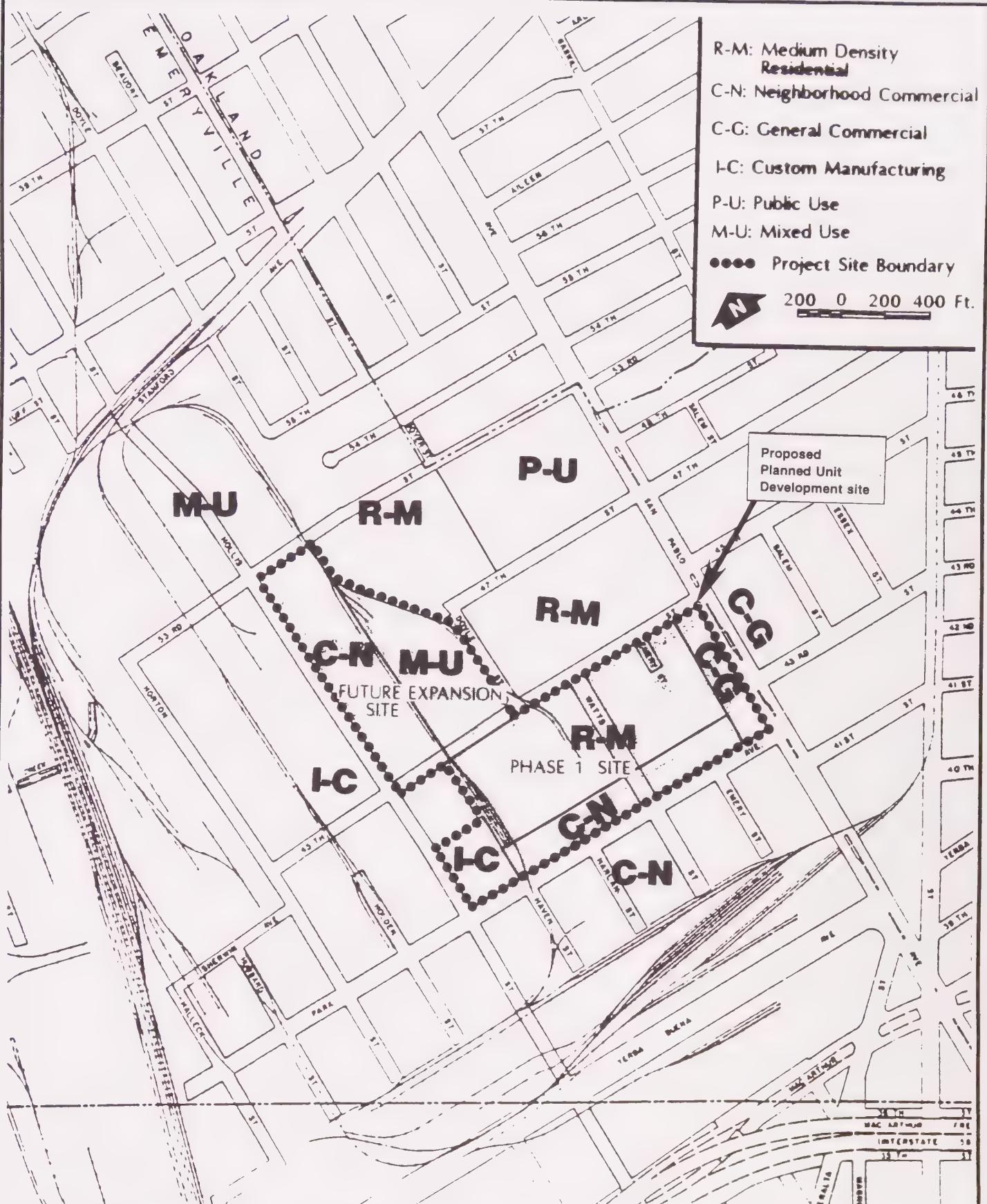
**PROPOSED CHANGES TO THE
GENERAL PLAN BUILDING INTENSITY**

Attachment 4

November 3, 1994

Attachment 5
Figure Showing Proposed Changes to the General Plan
Circulation Map

Attachment 6
Figure of proposed Zoning Changes



**Kaiser Permanente
Medical Center
Planning Commission
Staff Report**

PROPOSED ZONING CHANGES

Attachment 6

November 3, 1994

Attachment 7
Preliminary Development Plan
(Included Under Separate Cover)

Attachment 8
Final Development Plan Phase IA
(Included Under Separate Cover)

Attachment 9
Planning Commission Resolutions
(To Be Sent Under Separate Cover)

Attachment 10
Planning Commission Resolution RPA94-1
Adopted 6/23/94

EXHIBIT "C"

PLANNING COMMISSION RESOLUTION NO. RPA94-1

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EMERYVILLE MAKING ITS REPORT AND RECOMMENDATIONS ON ADOPTION OF THE PROPOSED AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE SHELLMOUND PARK REDEVELOPMENT PROJECT

WHEREAS, Kaiser Foundation Hospitals, a California non-profit public benefit corporation ("Kaiser"), is seeking the necessary approvals to construct a medical facility (the "Project") in the Shellmound Park Redevelopment Project Area (the "Redevelopment Project Area") on approximately thirty (30) acres bounded by 53rd Street on the north, Park Avenue on the south, San Pablo Avenue on the east and Hollis Street on the west; and

WHEREAS, in accordance with an application received from Kaiser the Redevelopment Agency of the City of Emeryville (the "Agency") has submitted to the Planning Commission of the City of Emeryville (the "Planning Commission") a proposed amendment to the Redevelopment Plan for the Shellmound Park Redevelopment Project (the "Redevelopment Plan Amendment") which would change the land use designation of certain property within the Redevelopment Project Area to a "Commercial" designation in order to allow for development of a medical facility; and

WHEREAS, Sections §33453 and §33458 of the California Community Redevelopment Law (Health and Safety Code Section §33000 *et seq.*) provide that the Planning Commission is to review the proposed Redevelopment Plan Amendment and make its report and recommendation thereon to the Emeryville City Council; and

WHEREAS, the Redevelopment Plan for the Shellmound Park Redevelopment Project Area (the "Plan") authorizes the acquisition of land for, and the construction or acquisition by the Agency, the City or other public agencies of, public facilities within Redevelopment Project Area; and

WHEREAS, Section §65402 of the Government Code provides in part:

"(a) If a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park, or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the agency as to conformity with said adopted general plan or part thereof."

"(c) A local agency shall not acquire real property for any of the purposes specified in paragraph (a) nor dispose of any real property, nor construct or authorize a public building or structure, in any county or city, if such county or city has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof..."

and

WHEREAS, the General Plan of the City of Emeryville (the "General Plan") has been prepared and adopted in compliance with the Planning and Zoning Law (Government Code, Section §65300 *et seq.*) and an amendment to the General Plan is concurrently being proposed which provides for the same land use designation changes as set forth in the Redevelopment Plan Amendment (the "General Plan Amendment"); and

WHEREAS, the Planning Commission has considered the proposed Redevelopment Plan Amendment, General Plan Amendment, and the Draft Environmental Impact Report for the

Project (the "DEIR"), which analyzes the impacts of the proposed Redevelopment Plan Amendment and General Plan Amendment, among other matters;

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF EMERYVILLE DOES RESOLVE AS FOLLOWS:

Section 1. Findings: The Planning Commission hereby finds and determines that:

- a. Pursuant to §33453 and §33458 of the California Community Redevelopment Law, the proposed Redevelopment Plan Amendment attached hereto as Exhibit A and incorporated herein by reference, conforms to the Emeryville General Plan as it is proposed to be amended by the General Plan Amendment; and
- b. Pursuant to Section §65402 of the Government Code, with respect to activities which may be undertaken within the Redevelopment Project Area pursuant to the Redevelopment Plan Amendment and that are referred to in said section, such activities and undertakings conform to the Emeryville General Plan, as it is proposed to be amended by the General Plan Amendment.

Section 2. Report and Recommendations: The Planning Commission hereby reports to the City Council the findings referred to in Section 1 hereof, and recommends the approval and adoption of the proposed Redevelopment Plan Amendment in its present form, provided that the City Council, in its sole discretion, decides to certify the Final Environmental Impact Report (the "FEIR") for the Project and approves the proposed General Plan Amendment.

Section 3. Transmittal: The Planning Director shall transmit a certified true and correct copy of this Resolution to the City Council for consideration as part of the Agency's Report to the City Council regarding the proposed Redevelopment Plan Amendment, and this Resolution

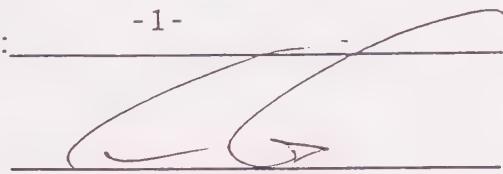
shall be deemed the report and recommendation of the Planning Commission concerning the proposed Redevelopment Plan Amendment.

PASSED AND ADOPTED this 23rd day of June, 1994, by the following vote:

AYES: - 6 -

NOES: - 0 - ABSENT: - 0 -

EXCUSED: - 0 - ABSTAINED: - 1 -



CHAIRPERSON

ATTEST:

APPROVED AS TO FORM:



SECRETARY



Michael B. Trissel

CITY ATTORNEY

MBB13RDPLANE2.RES

AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE SHELLMOUND PARK REDEVELOPMENT PROJECT

- I. The Redevelopment Plan for the Shellmound Park Redevelopment Project is hereby amended to substitute in place of the existing Appendix II, Exhibit A, "Land Use Map," the "Amended Land Use Map," attached hereto as Exhibit A and incorporated herein by reference.
- II. The paragraph entitled "Land Use Characteristics of the Redevelopment Project Area" on Page 1-1.5 under Section I of the Redevelopment Plan is hereby amended to read as follows:

"The Redevelopment Project Area is comprised of 270(+) acres.

At the time of the establishment of the Redevelopment Project Area, the area represented the traditional industrial establishments, other business, and older residential activity centers of the community, and was approximately eighty percent (80%) developed. The Redevelopment Project Area, at the time of its establishment, had a land use distribution according to the following land use classifications:"

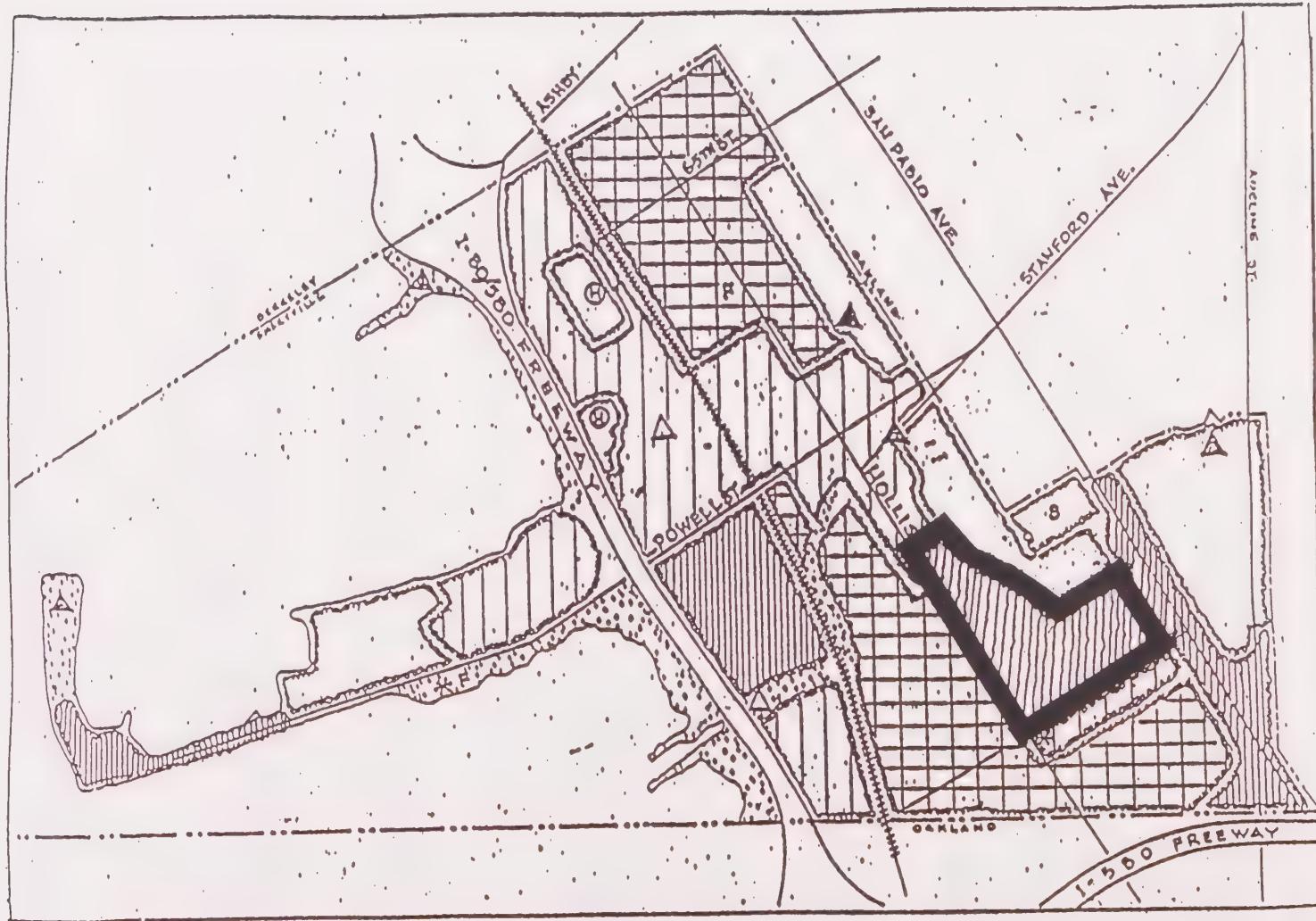
- III. Subparagraph 3 of Section 500.26 on page 2-5.5 under Section II of the Redevelopment Plan entitled "Other Semi-public, Institutional and Nonprofit Uses" is hereby amended to read as follows:

"In any area designated on the map attached hereto, the Agency is authorized to permit the establishment, development or enlargement of public, semi-public, institutional, or non-profit uses, including park and recreational facilities, libraries, medical facilities (including hospitals, medical office buildings, utility buildings, and a broad range of medical related services appropriate for a contemporary medical center), charitable institutions, and facilities of other similar associations or organizations. All such uses shall be developed according to the regulations, requirements, restrictions, and provisions of the Agency and shall conform as far as possible to the provisions of this Plan applicable to the uses in the specific area involved. The Agency may impose reasonable restrictions consistent with The General Plan as are necessary to protect the development and use of the Project Area."

EXHIBIT A

"AMENDED LAND USE MAP"

LAND USE PLAN



* Assumes 1.7 persons per DU

Attachment 11
Aerial Photo showing surrounding land uses.



Kaiser Permanente **Medical Center** **Planning Commission**

**AERIAL PHOTO SHOWING
SURROUNDING LAND USES**

Attachment 1

November 3, 1994

Attachment 12

Conditions of Approval

DRAFT
KAISER MEDICAL CENTER PROJECT
CONDITIONS OF APPROVAL

November 3, 1994
PUD 93-1

I. COMPLIANCE WITH APPROVED PLANS

1. The project shall comply with the Preliminary Development Plan dated October 1994, and the Final Development Plan for Phase IA (hospital portion of Phase I), except as hereinafter modified. A Final Development Plan for the remaining portions of the Phase I site shall be submitted within 1 year. A Final Development Plan for the Future Expansion Site shall be submitted within two years. An extension of these time periods may be approved by the Emeryville Planning Director.
2. The applicant shall be responsible for assuring that any successor in interest in the property is informed of the terms and conditions of this zoning approval.
3. A revised site plan, elevations and landscape plan shall be prepared if the siting and uses for a portion of the facility are proposed to be changed or substantially different. Such plans shall be submitted to the City of Emeryville Planning Director for review and approval prior to issuance of building permits. Minor deviations from the original plan shall also be submitted for review and approval to the Emeryville Planning Director.
4. Construction shall commence within one (1) year following approval of each Final Development Plan, and shall be substantially completed two (2) years thereafter. For purpose of compliance with this condition, "commencement of construction" shall be defined as the pouring or construction of a substantial portion of the building foundation structures.
5. Failure to comply with any of the conditions of approval or limitations set forth in these Conditions of Approval shall be cause for the revocation of this approval.

Fees

6. Prior to issuance of building permits, the project applicant shall pay all applicable fees pursuant to the requirements of the Development Agreement, Participation Agreement and City of Emeryville Ordinances such as traffic mitigation fees, sewer connection fees and building permit fees.
7. Prior to issuance of building occupancy permits, the project applicant shall

comply with the City of Emeryville Percent for Art Ordinance by complying with the requirements of the Participation Agreement.

II. PRELIMINARY DEVELOPMENT PLAN (Phase I and Future Expansion Phase)

8. The portion of the Phase I site located west of San Pablo Avenue and east of the alignment of Emery Street shall be revised as follows:
 - a. The liner buildings around the parking structure along San Pablo Avenue shall be designed so that a continuous row of liner buildings is created along San Pablo Avenue, leaving expansion areas for the liner uses along the Park Avenue and 45th Street edges of the parking structure.
 - b. A visual and pedestrian corridor shall be provided from San Pablo Avenue to the inner courtyard west of Emery Street. The design of the visual and pedestrian corridor shall provide a gateway to the Kaiser project from San Pablo Avenue. The visual and pedestrian corridor shall be a minimum of 30 feet wide with landscape or hardscape elements to provide an attractive walkway for people entering the project.

The Preliminary Development Plan for this portion of the Phase I site shall be revised and submitted to the Emeryville Planning Director for review and approval prior to submitting a Final Development Plan for this portion of the Phase I site.

Liner Buildings

9. Materials used for the liner buildings along San Pablo Avenue and 45th Street shall reflect the character of the surrounding area. All brick work shall utilize authentic red (a type of brick that is visually similar to the authentic bricks used on the existing buildings in the area).

The architectural design of the liner buildings shall be varied along the length of San Pablo Avenue such as alternating bays or other features. Roof lines shall also be varied along the San Pablo frontage to provide an interesting visual character.

10. Liner buildings located along Park Avenue shall incorporate authentic brickwork into the facades to be visually compatible with other buildings along Park Avenue.

11. Liner buildings at the corner of Park Avenue and Hollis Street shall be designed to incorporate three dimensional elements which break up large surfaces and create visual play of light and shadow such as cornices at the roof and at the top of the ground floor; piers at corners, structural bays, and windows set into the wall surface. The use of elements such as brick, terra cotta, paned windows and industrial style fixtures and canopies are encouraged. Individual storefronts or sections shall present an individual expression to maximize interest along the street and give each building a unique identity. Storefronts shall be as continuous as possible to maximize visual interest and convenience for the pedestrian shopper.

Central Courtyard

12. The design and landscaping of the central courtyard shall reflect the urban character of the site. Use of hardscape elements (sculptures, fountains, etc.) shall be used where feasible. Landscaping shall minimize "hidden" areas and provide good visibility throughout the courtyard to improve security. The central court yard shall be opened to the public during daylight hours, but closed at night for security. The design of the central courtyard shall be reviewed and approved by the Emeryville Planning Director prior to approval of the Final Development Plan for this portion of the Phase I site. The method for closing the courtyard during nighttime hours shall be reviewed and approved by the Emeryville Police Department prior to approval of the Final Development Plan for this portion of the Phase I site.

Hospital Open Space (Park Avenue)

13. The open space/pedestrian area in front of the hospital building along Park Avenue shall be designed to provide additional areas for people to gather. This could be provided by creating additional pockets in the landscape wall along the hospital building frontage. A suggested design for this area is provided in Figure 1.

The Preliminary Development Plan for this portion of the Phase I site shall be revised and submitted to the Emeryville Planning Director for review and approval prior to submitting a Final Development Plan for this portion of the Phase I site.

14. The Urban Frame along Park Avenue shall be redesigned so that the solid panels in the frame are a maximum of 3 feet high to provide areas for siting or landscaping. The Urban Frame shall also be redesigned to include additional variation in expression. Alternating the sizes of openings or use of different cap elements may be used to provide this variation. Prior to issuance of

building permits for the hospital, applicant shall submit a revised design for review and approval by the Planning Director.

III. FINAL DEVELOPMENT PLAN (Phase IA - Hospital Portion of the Phase I site)

15. Materials and colors shall be submitted for the hospital building for review and approval by the Emeryville Planning Director prior to issuance of building permits for the hospital building.
16. Detailed Civil Plans shall be prepared for the hospital portion of the site indicating all water, sewer, drainage and street improvements necessary to support construction of the Hospital. These plans shall be submitted for review and approval to the Emeryville Public Works Director prior to issuance of building permits for the hospital building.
17. Detailed landscaping plans shall be submitted for all landscaped areas surrounding the hospital building. The plans shall include lighting details, sculpture, fountains, and hardscape features. The types and number of each plant shall be included. The landscape materials shall utilize drought tolerant species to reduce water consumption. Prior to issuance of building permits, applicant shall submit a detailed landscaping and irrigation plan for review and approval by the Planning Director. Said plan shall include a combination of trees, shrubs and groundcover. All landscaping improvements for Phase IA shall be installed prior to occupancy of the hospital.
18. A detailed grading plan shall be submitted for review and approval to the Emeryville Public Works Director prior to issuance of a grading permit for the Phase IA portion of the site.

IV. MITIGATION OF ENVIRONMENTAL IMPACTS

19. The applicant shall be responsible for compliance with all mitigation measures adopted as part of the Final Environmental Impact Report for the project. Implementation of the mitigation measures shall be adhered to in accordance with the Mitigation Monitoring and Reporting Plan approved as part of the project. The Mitigation Monitoring and Reporting Plan identifies the timeframe and responsible party for implementation and monitoring of each mitigation measures adopted by the Emeryville City Council. Overall responsibility for monitoring compliance with the mitigation measures will be the responsibility of the City of Emeryville Planning Director.

V. ON-SITE IMPROVEMENTS

The following conditions of approval pertain to necessary on-site improvements for the project in addition to the conditions discussed above.

20. Prior to issuance of building permits, the applicant shall submit the following for review and approval by the appropriate City Public Works/Planning and Building Departments:
 - a. A site drainage plan and calculations for the total watershed area, including off-site areas, that may affect the existing downstream drainage facilities.
 - b. A site lighting plan including calculations which shall provide for no less than 0.6 foot candles of illumination on the entire surface of parking and pedestrian areas. The lighting plans around the building, sculptures, fountains and landscaping shall be designed to create an attractive safe and distinguishing night architecture to encourage the evening activities in and around the hospital.
 - c. Information on existing pavement conditions.
 - d. Details on driveway widths and locations.
 - e. Detailed sewer plans.
 - f. Detailed grading plan.

Undergrounding of Utilities

21. The project applicant shall submit precise plans showing all new on-site electrical service, transformers, water monitoring wells and communication lines for approval of the Emeryville Planning Director prior to recordation of the Final Subdivision Map.
22. Details on provision of electrical service to the site, including location of transformers and all connections, shall be provided to the Emeryville Public Works/Building and Planning Department for review and approval prior to recordation of the Final Subdivision Map.
23. All easements for sewer, electrical lines and other facilities located on the project site shall be clearly depicted on the Final Subdivision Map prior to recordation.

Parking, Loading and Circulation

24. Prior to issuance of building permits, the applicant shall submit plans for the parking areas for review and approval of the City of Emeryville Public Works Department. Prior to occupancy, all necessary parking area improvements shall be completed to the satisfaction of the City of Emeryville Public Works Department.
25. Prior to issuance of building permits, the applicant shall submit parking lot directional signing and pavement marking details for review and approval by the Emeryville Planning Director. Prior to occupancy, all approved signs shall be installed.
26. Prior to issuance of building permits, the applicant shall submit a revised site plan which shows the precise location and dimensions of all parking spaces for persons who are disabled and compact spaces.

Grading

27. No grading shall occur without a valid grading permit issued by the Emeryville Public Works Department.
28. If grading shall occur within the period of October 15 through April 15 it shall comply with an erosion control plan approved by the Emeryville Public Works Department.
29. The applicant shall post and maintain at least four signs distributed throughout the job site identifying a responsible contact person and a 24-hour telephone number to call to resolve problems with noise, dust, or other construction-related issues. This sign shall be approved by the Emeryville Planning Director prior to issuance of a grading permit.
30. The finish floor elevation shall be at least 1 foot above the floodway near the lowest elevation of the project.

VI. MAINTENANCE

31. The project applicant shall properly maintain the site and keep the site free of litter, debris and weeds.
32. The project applicant shall remove any graffiti from building walls and fences within 72 hours with identical color paint.
33. The project applicant shall maintain all landscaping improvements in a healthy, growing condition at all times. Landscaped areas shall be irrigated by

an automatic sprinkler system designed to reduce water usage. The type, nature and amount of landscaping shall remain at all times in substantial conformance with submitted plans and the landscape requirements of the Emeryville Zoning Code.

34. The applicant shall provide copies of proposed Covenants, Conditions and Restrictions (CC&Rs), if any, or equivalent agreements to the Emeryville Planning Director. The CC&Rs shall provide for management of the project. Said management shall be responsible for the operation and maintenance of common areas including parking, driveways, landscaping, lighting, project identification signs, on-site security, and similar matters of tenant concern. A copy of the CC&Rs shall be submitted for review and approval by the Emeryville Planning Director prior to the issuance of certificate of occupancy for the first building on the site.
35. The project applicant shall comply with National Pollutant Discharge Elimination System (NPDES) General Permit requirements. The applicant shall apply for coverage under the general permit prior to issuance of a grading permit. Application for coverage will include filing a Notice of Intent and associated fees with the State Water Resources Control Board, development and implementation of a Storm Water Pollution Prevention Plan (SWPPP), and development and implementation of a monitoring program and reporting plan.

VII. CONSTRUCTION PROVISIONS

36. Construction on the exterior of the buildings shall not commence prior to 7:00 a.m. and shall cease by 6:00 p.m. unless an extension is granted by the Emeryville Public Works Department.

VIII. GENERAL CONDITIONS

37. All final building plans and selection of materials and colors shall be approved by the Emeryville Planning Director prior to issuance of any building permit.
38. The approved Preliminary Development Plan, including but not limited to all Conditions of Approval and the Mitigation Monitoring and Reporting Program, shall be set forth, by the applicant in an agreement, in a form satisfactory to the City Attorney of Emeryville. The approved Preliminary Development Plan, including but not limited to, all Conditions of Approval and the Mitigation Monitoring and Reporting Program shall run with the land, and shall be binding upon the applicant, its heirs, assigns and successors-in-interest. With respect to each parcel, if at the time of issuance of a certificate of occupancy, one or more Conditions of Approval remain unsatisfied or otherwise have continuing effect.

39. All subsequent applications and plans, including those for related zoning, subdivision, grading, tree removal, and building permits shall be consistent with the Preliminary Development Plan. The City of Emeryville shall retain all discretionary rights, in approving any and all of these subsequent applications and plans subject to California law.

40. a. The applicant, its assignees, and successors-in-interest shall defend, hold harmless, and indemnify the City of Emeryville, its offices, agents, and employees (the "Indemnified Parties") against all claims, demands, and judgements or other forms of legal and/or equitable relief, which may or shall result from any legal challenge or referendum filed and prosecuted to overturn, set-aside, stay or otherwise rescind any or all final approvals of the Preliminary Development Plan or Final Development Plan (the "Development Plans"), other zoning approvals granted pursuant to the Development Plans, certification of the attendant EIR, approval of the Statement of Overriding Considerations, and granting of any ministerial permit issued in accordance with the Development Plans or Subdivision Maps, provided the applicant, its assignees, and successors-in-interest are willing to construct the Project. The hold harmless and indemnification obligation set forth in this section shall not obligate the applicant, its assignees, and successors-in-interest to hold harmless and indemnify the Indemnified Parties against any judgement for damages. The applicant shall pay for all direct and indirect costs associated with any action herein. Direct and indirect costs as used herein shall mean but not be limited to attorney's fees, expert witness fees, and court costs. The Indemnified Parties shall promptly notify the applicant, its assignees, and successors-in-interest of any claim, demand, or legal actions that may create a claim for indemnification under this Section.

b. The applicant, its assignees, and successors-in-interest shall defend, hold harmless, and indemnify the Indemnified Parties and their insurers against all claims, demands, and judgements for damages or other forms of legal and/or equitable relief, which may or shall result from the applicant's construction and/or maintenance of the public improvements set forth in the Final Map or Final Development Plan, provided that the defense, hold harmless and indemnification obligation set forth in this section shall only apply to judgements for damages or other forms of legal and/or equitable relief where the harm to the complaining party either occurs prior to the time that the public improvement is accepted by the City of Emeryville, under whose jurisdiction the public improvement lies, that is the subject of the claim, demand or judgement, or where such harm is caused by a hidden defect

in a public improvement which has been accepted, but not altered by the respective City. The applicant shall pay for all direct and indirect costs associated with any action herein. Direct and indirect costs as used herein shall mean but not be limited to attorney's fees, expert witness fees and court costs. The Indemnified Parties shall promptly notify the applicant, its assignees, and successors-in-interest of any claim, demand, or legal actions that may create a claim for indemnification under this Section.

Attachment 13
Mitigation Monitoring Plan

MITIGATION MONITORING
AND REPORTING PROGRAM

KAISER PERMANENTE MEDICAL CENTER

OCTOBER, 1994

**PROPOSED
MITIGATION MONITORING AND REPORTING PROGRAM**

INTRODUCTION

Section 21081.6 of the Public Resources Code states that, when making findings required by subdivision (a) of Section 21081, a lead agency shall adopt a reporting or monitoring program for "changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation (CEQA Statute 21081)."

The proposed Mitigation Monitoring and Reporting Program for the Kaiser Permanente Medical Center is organized in a manner similar to that of the Summary contained in the Draft EIR. For each mitigation measure listed in the Summary, the Mitigation Monitoring and Reporting Program contains the following items:

1. a statement of the mitigation measure;
2. identification of the party/parties responsible for implementing the measure;
3. an outline of the appropriate mitigation monitoring actions;
4. assignment of mitigation monitoring responsibility and scheduling for monitoring the mitigation measure implementation.

Impacts identified in the summary that are not significant and do not have corresponding mitigation measures are not replicated in this proposed Mitigation Monitoring and Reporting Program.

MITIGATION MEASURE MONITORING AND REPORTING PROGRAM

LAND USE (pp. 22-55)

Impacts to Surrounding Land Uses - Phase I

Mitigation LU-3.1

Description of Measure:	Implement the Kaiser Permanente Medical Center Urban Design Guidelines as adopted by the Emeryville Planning Commission on August 26, 1993. The requirements of the Urban Design guidelines have been incorporated into the project design.
Implementation Procedure:	The Preliminary and Final Development Plans submitted for Phase I will reflect the requirements of the Urban Design Guidelines as specified in the August 26, 1993 City of Emeryville Recommended Urban Design Guidelines for the Kaiser Permanente Medical Center in Emeryville.
Monitoring and Reporting Action:	Review the Preliminary and Final Development Plans to confirm compliance with the Urban Design Guidelines.
Monitoring Responsibility:	City of Emeryville Planning Director
Monitoring Schedule:	Prior to approval of the Preliminary and Final Development Plans for Phase I by City Council.

Mitigation LU-3.2:

Description of Measure:	Implement the traffic, noise, and visual mitigation measures as described in Section II, C, E, and L which include additional mitigation measures not currently included in the project.
Implementation Procedure:	The Preliminary and Final Development Plans for Phase I will specify the location and design of mitigation measures Cir-1.1 to Cir-14, Cir-26A, Cir-35, Cir-40 to Cir-43, Cir-45, Cir-47 to Cir-49, Cir-52 to Cir-57, No-1 to No-2, and Vis-1. The mitigation features will be included as conditions of approval of the Preliminary and Final Development Plans.
Monitoring and Reporting Action:	Include mitigation measures Cir-1.1 to Cir-14, Cir-26A, Cir-35, Cir-40 to Cir-43, Cir-45, Cir-47 to Cir-49, Cir-52 to Cir-57, No-1 to No-2, and Vis-1 as conditions of approval of the Preliminary and Final Development Plans. Refer to the monitoring and reporting actions for these mitigation measures provided below.
Monitoring Responsibility:	City of Emeryville Planning Director

Monitoring Schedule: Concurrent with approval of the Preliminary of Final Development Plans for Phase I by City Council, as specified for each of the identified mitigation measures below.

Impacts to Surrounding Land Uses - Future Expansion

Mitigation LU-4.1

Description of Measure: Implement the Kaiser Permanente Medical Center Urban Design Guidelines as adopted by the Emeryville Planning Commission on August 26, 1993. The requirements of the Urban Design Guidelines have been incorporated into the project design.

Implementation Procedure: The Preliminary and Final Development Plans submitted for the Future Expansion phase will reflect the requirements of the Urban Design Guidelines as specified in the August 26, 1993 City of Emeryville Recommended Urban Design Guidelines for the Kaiser Permanente Medical Center in Emeryville.

Monitoring and Reporting Action: Review the Preliminary and Final Development Plans to confirm compliance with the Urban Design Guidelines.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: Prior to approval of the Preliminary and Final Development Plans for Future Expansion by City Council.

Mitigation LU-4.2

Description of Measure: Implement the traffic, noise, and visual mitigation measures as described in Section II, C, E, and L which include additional mitigation measures not currently included in the project.

Implementation Procedure: The Preliminary and Final Development Plans for Future Expansion will specify the location and design of mitigation measures for Cir-15 to Cir-25, Cir-26B to Cir-34, Cir-36 to Cir-37, Cir-44, Cir-46, Cir-47B, Cir-50 to Cir-51, Cir-58 to Cir-59, No-1, No-3, No-4, and Vis-1. for traffic, noise, and visual impacts. The location and design will either be represented in the Preliminary and Final Development Plans through the project design or listed as Development Plan notes.

Monitoring and Reporting Action: Include mitigation measures Cir-1.1 to Cir-14, Cir-26A, Cir-35, Cir-40 to Cir-43, Cir-45, Cir-47 to Cir-49, Cir-52 to Cir-57, No-1 to No-2, and Vis-1 as conditions of approval of the Preliminary and Final Development Plans for Future Expansion. Refer to the monitoring and reporting actions for these mitigation measures provided below.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: Prior to approval of the Preliminary and Final Development Plans for Future Expansion by City Council.

General Plan Amendment Impacts - Phase I and Future Expansion

Mitigation LU-5.1

Description of Measure: The City of Emeryville should limit the application of the text change to Land Use Element Policy #5 to the Del Monte site.

Implementation Procedure: The final language adopted for Policy #5 adopted by the City of Emeryville City Council will state that the proposed amendment only applies to the proposed project site.

Monitoring and Reporting Action: Review the final language for Policy #5 adopted by the City Council.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: Prior to approval of the Preliminary and Final Development Plans for Phase I by the City Council.

Mitigation LU-5.2

Description of Measure: Use of authentic brick building materials should be incorporated into the proposed "liner" building design to be compatible with the scale and character of the area, where feasible.

Implementation Procedure: The Preliminary and Final Development Plans submitted for Phase I and Future Expansion will specify the use of brick building materials for the "liner" buildings.

Prior to demolition of the Del Monte Plant #35 building, Kaiser will consider the feasibility of using the bricks recovered from the building.

Monitoring and Reporting Action: Review the Preliminary and Final Development Plans to ensure that the "liner" buildings comply with this measure.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: Prior to approval of the Preliminary and Final Development Plans for Future Expansion by City Council.

Ongoing monitoring to continue through construction of "liner" buildings to ensure bricks are incorporated into the proposed structures.

EMPLOYMENT AND HOUSING (pp. 56-85)

Employment Impacts - Acquisition, Displacement, and Demolition - Phase I

Mitigation EH-1.1

Description of Measure: Phase I would be required to conform to the Relocation Assistance Act and State Relocation Guidelines Requirements.

Implementation Procedure: The State Relocation Assistance Act and State Relocation Guidelines set forth the process for implementing a Relocation Assistance Program; taking certain actions prior to proceeding with any activity that would result in displacement; preparing a relocation plan; and providing relocation payments to eligible displaced persons.

Redevelopment Agency's Replacement Housing Obligation

In accordance with Health and Safety Code §33413, the Emeryville Redevelopment Agency will satisfy its obligation to replace each dwelling unit housing persons and families of low and moderate income which is destroyed or removed from the housing market as a result of this project. Kaiser will provide funding to the Agency, subject to the limitations of the Disposition and Development Agreement (Participation Agreement) to assist the Agency in fulfilling its obligation pursuant to Health and Safety Code §33413. With this assistance, the Agency would replace each dwelling unit, housing persons, and families of low and moderate income which is destroyed or removed from the housing market as a result of the project within four years of such destruction or removal, and otherwise in accordance with the Replacement Housing Plan, adopted by the Redevelopment Agency.

The Agency will be responsible for fulfilling the Agency's replacement obligations, with Kaiser providing a portion of the funding to construct the replacement units. Under §33414 of the Health and Safety Code, all dwelling units that house families with very low, low, and moderate incomes must be replaced. However, only 75% of the replacement units must be affordable to families with comparable income levels, and the remaining 25% of such replacement units may be market rate. In accordance with these requirements, Kaiser's funding of these replacement units will be limited to a specified amount, depending upon the type of replacement unit required. The portion of funding to be provided by Kaiser was determined based on the Agency's estimate of the amount of funds necessary to make the replacement units affordable at the required income levels. Any funds provided by Kaiser to fund fulfillment of the Agency's replacement housing obligations shall be in addition to,

and shall not be counted as part of, the funds invested by Kaiser in the Kaiser Emeryville Housing Fund.

Relocation Plan

A *Relocation Plan for the Kaiser Permanente Medical Center Project* was adopted on October __, 1994, and is incorporated by reference into this Mitigation Monitoring and Reporting Program. The Relocation Plan addresses the following elements:

1. A description of the project area and specific project site;
2. An assessment of the relocation needs of all persons who may be displaced as a result of the project, including survey methods and results;
3. An assessment of the availability of comparable replacement housing and commercial space within Emeryville and nearby surrounding communities; and
4. The steps and procedures that the Redevelopment Agency will follow to ensure a satisfactory and thorough relocation program.

Monitoring and Reporting Action:

Implement the procedures outlined in the *Relocation Plan for the Kaiser Permanente Medical Center Project* in Phase I.

Monitoring Responsibility:

City of Emeryville Director of Economic Development and Housing

Monitoring Schedule:

Prior to proceeding with any activity in Phase I that would result in displacement of a business or residence, the City of Emeryville Redevelopment Agency will be required to implement a Relocation Assistance Program; implement the Relocation Plan; and provide relocation payments to eligible displaced persons.

Employment Impacts - Acquisition, Displacement, and Demolition - Future Expansion

Mitigation EH-3.1

Description of Measure:

Future Expansion of the medical center would be required to conform to the Relocation Assistance Act and State Relocation Guidelines Requirements.

Implementation Procedure:

The State Relocation Assistance Act and State Relocation Guidelines set forth the process for implementing a Relocation Assistance Program; taking certain actions prior to proceeding with any activity that would result in displacement; preparing a

relocation plan; and providing relocation payments to eligible displaced persons.

Redevelopment Agency's Replacement Housing Obligation

In accordance with Health and Safety Code §33413, the Emeryville Redevelopment Agency will satisfy its obligation to replace each dwelling unit housing persons and families of low and moderate income which is destroyed or removed from the housing market as a result of this project, as described in Implementation Procedure EH-1.1. Kaiser will provide funding to the Agency, subject to the limitations of the Disposition and Development Agreement (Participation Agreement) to assist the Agency in fulfilling its obligation pursuant to Health and Safety Code §33413, as set forth in Implementation Procedure EH-1.1.

Relocation Plan

A Relocation Plan for the Kaiser Permanente Medical Center Project was adopted on October __, 1994, and is incorporated by reference into this Mitigation Monitoring and Reporting Program. The Relocation Plan addresses the following elements:

1. A description of the project area and specific project site;
2. An assessment of the relocation needs of all persons who may be displaced as a result of the project, including survey methods and results,
3. An assessment of the availability of comparable replacement housing and commercial space within Emeryville and nearby surrounding communities; and
4. The steps and procedures that the Redevelopment Agency will follow to ensure a satisfactory and thorough relocation program.

Monitoring and Reporting Action:

Implement the procedures outlined in the *Relocation Plan for the Kaiser Permanente Medical Center Project* in Future Expansion.

Monitoring Responsibility:

City of Emeryville Director of Economic Development and Housing

Monitoring Schedule:

Prior to proceeding with any activity in the Future Expansion phase that would result in displacement of a business or residence, the City of Emeryville Redevelopment Agency will be required to implement a Relocation Assistance Program; implement the Relocation Plan; and provide relocation payments to eligible displaced persons.

Housing Impacts - Acquisition, Displacement, and Demolition - Phase I

Mitigation EH-5.1

Description of Measure:	As with the business displacement impacts, Kaiser and the Emeryville Redevelopment Agency would be required by law to conform to the requirements of the Relocation Assistance Act and State Relocation Guidelines, for Phase I.
Implementation Procedure:	Implement Implementation Procedure for Monitoring and Reporting measure EH-1.1.
Monitoring and Reporting Action:	Implement the procedures outlined in the <i>Relocation Plan for the Kaiser Permanente Medical Center Project</i> in Phase I.
Monitoring Responsibility:	City of Emeryville Director of Economic Development and Housing
Monitoring Schedule:	Prior to proceeding with any activity in Phase I that would result in displacement of a residence, the City of Emeryville Redevelopment Agency will be required to implement a Relocation Assistance Program; implement the Relocation Plan; and provide relocation payments to eligible displaced persons.

Mitigation EH-5.2

Description of Measure:	Implement Redevelopment Agency's replacement housing obligations under Redevelopment Law. These are requirements of Redevelopment Law and would be carried out by the City of Emeryville Redevelopment Agency. Funding would be provided by the project applicant.
Implementation Procedure:	City to construct in-kind all housing units occupied by low- to moderate-income households. Seventy-five percent of the replacement units must be affordable at the same income level of the displaced households.
Monitoring and Reporting Action:	Implement Implementation Procedures for Monitoring and Reporting measure EH-1.1.
Monitoring Responsibility:	Implement the procedures outlined in the <i>Relocation Plan for the Kaiser Permanente Medical Center Project</i> in Phase I.
Monitoring Schedule:	City of Emeryville Director of Economic Development and Housing
	Prior to proceeding with any activity in Phase I that would result in displacement, the City of Emeryville Redevelopment Agency will be required to implement a Relocation Assistance Program; implement the Relocation Plan; and provide relocation payments to eligible displaced persons.

Within four years of the removal of the existing dwelling units, the Redevelopment Agency must construct all replacement housing units.

Mitigation EH-5.3

Description of Measure: Implement Kaiser's Housing Program. This program will be included as a mitigation measure in the Development Agreement.

Implementation Procedure: Kaiser Housing Program (Kaiser-Emeryville Housing Fund)

In order to provide the Agency with a flexible source of funding to construct additional housing in Emeryville, Kaiser would lend up to \$15,000,000 to the Agency, at a below market interest rate over a term of 15 years, to fund the development of new affordable and market rate housing within Emeryville. Funds from the Kaiser-Emeryville Housing Fund will be made available during the Housing Fund Term in increments of \$3,000,000 at one time, which may be borrowed and repaid up to five times, for a maximum of \$15,000,000. The Agency will be able to combine the funds from the Kaiser-Emeryville Housing Fund with other sources of funds. The Agency would use these funds in cooperation with private for-profit or non-profit developers to develop housing developments in Emeryville.

Housing Development Criteria. The Agency would have the discretion to determine the types and sizes of the housing developments, with the goal of providing the maximum number of affordable housing units as reasonably possible, consistent with the General Plan Housing Element.

Funding Mechanism. The Agency and Kaiser would execute a loan agreement prior to the first advance of funds from the Housing Program. The Agency will notify Kaiser of the housing development that it selected to obtain funds from the Housing Program. Funding would be disbursed in accordance with the terms of the loan agreement. Kaiser would only be required to advance funds for purposes related to development (including, but not limited to, land acquisition, site preparation, hazardous substance remediation, engineering, architecture and planning, other customary soft costs, and hard construction costs) of the selected housing development.

Monitoring and Reporting Action:

The Kaiser Housing Program will be included in the Development Agreement. The Housing Program will describe the manner in which Kaiser will make the funds available to the Redevelopment Agency.

The City of Emeryville Redevelopment Agency, the Director of Economic Development and Housing, and City of Emeryville Planning Director would review each housing development

proposal. Each housing developer would submit evidence to the City of Emeryville Redevelopment Agency that it has obtained conventional construction financing for the housing project.

The Director of Economic Development and Housing would prepare a report informing Kaiser of the selected development project and the criteria used in the selection process. This report would also identify those costs related to development for which Kaiser would be obligated to advance funds, prior to Kaiser lending the designated funds to the Agency for a given residential development.

The Director of Economic Development and Housing shall maintain a record of the total number of units actually constructed, in whole or in part, with funding from the Kaiser Housing Program. This record will be updated as new housing projects are built with funds from the Kaiser Housing Program.

Upon the first to occur of (i) the expiration of the Housing Fund, or (ii) the disbursement of the fifth investment increment, the Director of Economic Development and Housing will prepare a final report documenting each of the housing projects that were funded by the Housing Program and the total number of units available for moderate-income households, and establishing that the Housing Program has been completed. Pursuant to the Development Agreement, the City and the Agency shall execute and acknowledge a certificate of satisfaction of Kaiser's obligations in connection with the Kaiser Housing Program.

Monitoring Responsibility:

City of Emeryville Director of Economic Development and Housing

Monitoring Schedule:

Prior to proceeding with any activity in Phase I that would result in displacement of a residence, Kaiser will submit its Housing Program as set forth in the Development Agreement. All subsequent reports and documentation will be triggered at the time a developer participating in the Housing Program proposes a project.

Housing Impacts - Acquisition, Displacement, and Demolition - Future Expansion

Mitigation EH-7.1

Description of Measure:

As with the business displacement impacts, Kaiser and the Emeryville Redevelopment Agency would be required by law to conform to the requirements of the Relocation Assistance Act and State Relocation Guidelines, for Future Expansion.

Implementation Procedure:

Implement Implementation Procedure for Monitoring and Reporting measure EH-1.1.

Monitoring and Reporting Action: Implement the Redevelopment Agency's Replacement Housing Obligation requirements as set forth in Monitoring and Reporting Action EH-1.1 in the Future Expansion phase.

Implement the procedures outlined in the *Relocation Plan for the Kaiser Permanente Medical Center Project* in the Future Expansion phase.

Monitoring Responsibility: City of Emeryville Director of Economic Development and Housing

Monitoring Schedule: Prior to proceeding with any activity in the Future Expansion phase that would result in displacement of residents, the City of Emeryville Redevelopment Agency will be required to implement a Relocation Assistance Program; implement the Relocation Plan; and provide relocation payments to eligible displaced persons.

Mitigation EH-7,2

Description of Measure: Implement Redevelopment Agency's replacement housing obligations under Redevelopment Law. These are requirements of Redevelopment Law and would be carried out by the City of Emeryville Redevelopment Agency. Funding would be provided by the project applicant.

City to construct in-kind all housing units occupied by low- to moderate-income households. Seventy-five percent of the replacement units must be affordable at the same income level of the displaced households.

Implementation Procedure: Implement Implementation Procedures for Monitoring and Reporting measure EH-1.1.

Monitoring and Reporting Action: Implement the Redevelopment Agency's Replacement Housing Obligation requirements as set forth in Monitoring and Reporting Action EH-1.1 in the Future Expansion phase.

Implement the procedures outlined in the *Relocation Plan for the Kaiser Permanente Medical Center Project* in the Future Expansion phase.

Monitoring Responsibility: City of Emeryville Director of Economic Development and Housing

Monitoring Schedule: Prior to proceeding with any activity in the Future Expansion phase that would result in displacement, the City of Emeryville Redevelopment Agency will be required to implement a Relocation Assistance Program; implement the Relocation Plan; and provide relocation payments to eligible displaced persons.

Within four years of the removal of the existing dwelling units, the Redevelopment Agency must construct all replacement housing units.

Mitigation EH-7.3

Description of Measure:	Implement Kaiser's Housing Program. This program will be included as a mitigation measure in the Development Agreement.
Implementation Procedure:	Implement Implementation Procedures for Monitoring and Reporting measure EH-5.3.
Monitoring and Reporting Action:	Implement Monitoring and Reporting Action specified in EH-5.3.
Monitoring Responsibility:	City of Emeryville Director of Economic Development and Housing
Monitoring Schedule:	Prior to proceeding with any activity in the Future Expansion phase that would result in displacement of residents, Kaiser will submit its Housing Program as set forth in the Development Agreement. All subsequent reports and documentation will be triggered at the time a developer participating in the Housing Program proposes a project.

Housing Impacts - Loss of Future Housing Opportunities - Phase I

Mitigation EH-6.1

Description of Measure:	Implement the Kaiser Housing Program. This program is included as part of the proposed project.
Implementation Procedure:	Implement Implementation Procedure for Monitoring and Reporting measure EH-5.3.
Monitoring and Reporting Action:	Implement Monitoring and Reporting Action specified in EH-5.3.
Monitoring Responsibility:	City of Emeryville Director of Economic Development and Housing
Monitoring Schedule:	Prior to proceeding with demolition of the existing structures in Phase I, Kaiser will submit its Housing Program as set forth in the Development Agreement. All subsequent reports and documentation will be triggered at the time a developer participating in the Housing Program proposes a project.

Mitigation EH-6.2

Description of Measure: Pursue the development of housing at other locations in Emeryville.

Implementation Procedure: Report on the status of development and the use of Kaiser Housing Program funds towards development of the 25 additional sites throughout the City that have the potential for new residential development.

Monitoring and Reporting Action: City of Emeryville Redevelopment Agency to prepare an annual monitoring report on the status of new residential development on the 25 potential additional housing sites. This report will include the following elements:

1. Identification of the 25 sites; potential dwelling unit yield; potential for moderate income housing; and necessary approvals required to construct residential units.
2. Efforts by the Redevelopment Agency to facilitate new residential development on the sites.
3. Identification of any pending or approved residential projects on the 25 sites.
4. Identification of very low, low, and/or moderate income housing units on the 25 sites.
5. Identification of any pending or approved residential projects on other sites, including mixed-use sites, in the City.
6. Funding sources for the housing projects on these 25 sites.
7. Status report on the City's ability to meet its fair share housing requirements.

Monitoring Responsibility: City of Emeryville Redevelopment Agency

Monitoring Schedule: Prior to proceeding with demolition of the existing residential structures in Phase I, the Emeryville Redevelopment Agency will prepare the first summary report describing the status of new residential projects on the 25 potential additional housing sites. This report will be submitted to the Emeryville Planning Department Director. All subsequent reports and documentation will be prepared on an annual basis.

Mitigation EH-6.3

Description of Measure: The Kaiser Housing Program should fund the construction of affordable housing units.

Implementation Procedure:	Implement Implementation Procedure for Monitoring and Reporting measure EH-5.3.
Monitoring and Reporting Action:	Implement Monitoring and Reporting Action specified in EH-5.3.
Monitoring Responsibility:	City of Emeryville Director of Economic Development and Housing
Monitoring Schedule:	Prior to proceeding with demolition of the existing structures in Phase I, Kaiser will submit its Housing Program plan to the City of Emeryville Redevelopment Agency for review and approval. All subsequent reports and documentation will be triggered at the time a developer participating in the Housing Program proposes a project.

Mitigation EH-6.4

Description of Measure:	Funding from the Kaiser Housing Program should be applied to the development of housing on the 25 sites identified by the Redevelopment Agency as having the potential for future housing construction.
Implementation Procedure:	Implement Implementation Procedure for Monitoring and Reporting measure EH-5.3.
Monitoring and Reporting Action:	Implement Monitoring and Reporting Action specified in EH-5.3.
Monitoring Responsibility:	City of Emeryville Redevelopment Agency
Monitoring Schedule:	Prior to proceeding with demolition of the existing structures in Phase I, Kaiser will submit its Housing Program as set forth in the Development Agreement. All subsequent reports and documentation will be triggered at the time a developer participating in the Housing Program proposes a project.

Mitigation EH-6.5:

Description of Measure:	The City of Emeryville Redevelopment Agency would be responsible for continuing to encourage developers to develop affordable housing on the 25 parcels identified as potential housing sites.
Implementation Procedure:	Implement Implementation Procedure for Monitoring and Reporting measure EH-6.2.
Monitoring and Reporting Action:	Implement Monitoring and Reporting Action specified in EH-6.2.
Monitoring Responsibility:	City of Emeryville Redevelopment Agency

Monitoring Schedule:

Prior to proceeding with demolition of the existing structures in Phase I, the Emeryville Redevelopment Agency will prepare the first summary report describing the status of new residential projects on the 25 potential additional housing sites. This report will be submitted to the Emeryville Planning Department Director. All subsequent reports and documentation will be prepared on an annual basis.

Mitigation: EH-6.6:**Description of Measure:**

The City of Emeryville would continue to encourage residential development in mixed-use areas, and infill housing at appropriate locations.

Implementation Procedure:

Implement Implementation Procedure for Monitoring and Reporting measure EH-6.2.

Monitoring and Reporting Action:

Implement Monitoring and Reporting Action specified in EH-6.2.

Monitoring Responsibility:

City of Emeryville Director of Economic Development and Housing

Monitoring Schedule:

Prior to proceeding with demolition of the existing structures in Phase I, the Emeryville Redevelopment Agency will prepare the first summary report describing the status of new residential projects on the 25 potential additional housing sites. This report will be submitted to the Emeryville Planning Department Director. All subsequent reports and documentation will be prepared on an annual basis.

TRANSPORTATION AND CIRCULATION (pp. 86-183)**Project Intersection Impacts, Year 2000 (Feasible in Emeryville)****Mitigation Cir-1.1****Description of Measure:**

For the San Pablo Avenue/45th Street intersection, add a third through lane in the northbound and southbound directions on San Pablo Avenue and an exclusive eastbound left turn lane on 45th Street.

Implementation Procedure:

Kaiser will construct the improvements at the San Pablo Avenue/45th Street intersection prior to occupancy of the first building in Phase I. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.

Monitoring and Reporting Action:

Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to

construct the identified improvements. Kaiser will then construct the identified mitigation.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:

All improvements at this intersection will be completed prior to occupancy of the first building in Phase I.

Mitigation Cir-2.1

Description of Measure:

For the San Pablo Avenue/Park Avenue intersection, add a third through lane in the northbound and southbound directions on San Pablo Avenue.

Implementation Procedure:

Kaiser will construct the improvements at the San Pablo/Park Avenue intersection prior to occupancy of the first building in Phase I. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.

Monitoring and Reporting Action:

Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:

All improvements at this intersection will be completed prior to occupancy of the first building in Phase I.

Mitigation Cir-3.1

Description of Measure:

For the San Pablo Avenue/Adeline Street/W. MacArthur Boulevard intersection, add a third through lane in the northbound and southbound directions, prohibit left turns in the northbound and southbound directions on San Pablo Avenue, and add an exclusive left turn lane in the westbound direction on Adeline Street.

Implementation Procedure:

Kaiser will construct the improvements at the San Pablo Avenue/Adeline Street/W. MacArthur Boulevard intersection prior to occupancy of the first building in Phase I. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.

Monitoring and Reporting Action:

Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to

Monitoring Responsibility:	construct the identified improvements. Kaiser will then construct the identified mitigation.
Monitoring Schedule:	City of Emeryville Planning Department Director/Public Works Director
<u>Mitigation Cir-4.1</u>	
Description of Measure:	All improvements at this intersection will be completed prior to occupancy of the first building in Phase I.
Implementation Procedure:	For the Hollis Street/45th Street intersection, restripe 45th Street to provide an exclusive left turn lane in the westbound direction at Hollis Street, as well as the installation of a no parking zone on one side of 45th Street. Restripe Hollis Street to provide two through lanes on both approaches. Installation of a traffic signal would also be required at Hollis and 45th Streets.
Monitoring and Reporting Action:	Kaiser will construct the improvements at the Hollis Street/45th Street intersection prior to occupancy of the first building in Phase I. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.
Monitoring Responsibility:	Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.
Monitoring Schedule:	City of Emeryville Planning Department Director/Public Works Director
<u>Mitigation Cir-5.1</u>	
Description of Measure:	All improvements at this intersection will be completed prior to occupancy of the first building in Phase I.
Implementation Procedure:	For the San Pablo Avenue/40th Street intersection, add a third through lane in the northbound and southbound directions on San Pablo Avenue, as well as an eastbound shared through/right turn lane on 40th Street.
Monitoring and Reporting Action:	Kaiser will construct the improvements at the San Pablo Avenue/40th Street intersection prior to occupancy of the first building in Phase I. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.
Description of Measure:	Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to

construct the identified improvements. Kaiser will then construct the identified mitigation.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: All improvements at this intersection will be completed prior to occupancy of the first building in Phase I.

Mitigation Cir-6.1

Description of Measure: For the Powell Street/Doyle Street intersection, install a traffic signal at the intersection of Powell Street/Doyle Street. Restripe Powell Street approaches to provide an exclusive left turn pocket in both directions at Doyle Street.

Implementation Procedure: Kaiser will construct the Powell Street/Doyle Street intersection improvements prior to occupancy of the first building in the Future Expansion phase. Kaiser will be reimbursed by future development for up to 50% of the costs of the identified mitigation measure.

Monitoring and Reporting Action: Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: All improvements at this intersection will be completed prior to occupancy of the first building in the Future Expansion phase.

Mitigation Cir-7.1

Description of Measure: For the Hollis/Powell Street intersection, construct a two lane Horton-Landregan Connection, with turn lanes into the Chiron project, and a two lane Stanford Avenue Extension between Horton-Landregan and Hollis Street, with left and right turn lanes at the Hollis Street intersection.

Implementation Procedure: Kaiser will construct the improvements at the Hollis/Powell Street intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser will be reimbursed by future development for up to 50 percent of the costs of the identified mitigation measure.

Monitoring and Reporting Action: Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary

approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: All improvements at this intersection will be completed prior to occupancy of the first building in Future Expansion.

Project Intersection Impacts, Year 2000 (Feasible Outside Emeryville)

Mitigation Cir-8.1

Description of Measure: For the San Pablo Avenue/Stanford Avenue intersection, add an exclusive right turn lane in the eastbound direction and convert the existing eastbound through lane in the eastbound direction to a shared through/right lane.

Implementation Procedure: Kaiser will pay its fair share costs of implementing the improvements at the San Pablo Avenue/Stanford Avenue intersection prior to occupancy of the first building in Phase I. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or
- 3) a traffic analysis prepared either by the City of Emeryville or the City of Oakland that is mutually agreed upon by both jurisdictions.

Monitoring and Reporting Action: Execute the Memorandum of Understanding as described in the Monitoring Schedule.

Kaiser will pay its fair share contribution prior to occupancy of the first building in Phase I.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: If the City of Oakland proceeds with improvements to this intersection prior to the occupancy of the first building in Phase I, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share

contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Oakland, this agreement must be established prior to the City of Emeryville's assessment of Kaiser for its fair share contribution towards funding the identified intersection improvements.

Mitigation Cir-8.2

Description of Measure:	Implement a Transportation System Management Program which would be a condition of approval and would aim to reduce the potential number of vehicle trips generated by the project.
Implementation Procedure:	Kaiser to adopt the Transportation Systems Management Program (TSMP) hereby incorporated by reference, which would be a condition of approval to the Preliminary Development Plan and Final Development Plan. This TSMP describes the measures to be implemented to reduce single-occupant vehicle travel, a phased implementation schedule and the percentage reduction target for Phase I and the Future Expansion phase.
Monitoring and Reporting Action:	Kaiser to submit annual progress reports to the Emeryville Planning Director summarizing the TSMP measures that have been implemented and the actual percentage reduction compared to the target reduction.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	Annually for the project's duration, as specified in the attached TSMP.

Mitigation Cir-9.1

Description of Measure:	For the San Pablo Avenue/35th Street intersection, add a second left turn lane in the southbound direction.
Implementation Procedure:	Kaiser will pay its fair share costs of implementing the improvements at the San Pablo Avenue/35th Street intersection prior to occupancy of the first building in Phase I. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:
	<ol style="list-style-type: none">1) the City of Emeryville's traffic analysis conducted for the EIR; or2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or

3) a traffic analysis prepared either by the City of Emeryville or the City of Oakland that is mutually agreed upon by both jurisdictions.

Monitoring and Reporting Action:

Execute the Memorandum of Understanding as described in the Monitoring Schedule.

Kaiser will pay its fair share contribution prior to occupancy of the first building in Phase I.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:

If the City of Oakland proceeds with improvements to this intersection prior to occupancy of the first building in Phase I, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Oakland, this agreement must be established prior to Emeryville's assessment of Kaiser for its fair share contribution towards funding the intersection improvements.

Mitigation Cir-10.1

Description of Measure:

At the Cypress Street Northbound/32nd Street intersection, install a four-way stop sign control at this intersection. This mitigation would require the installation of a stop sign on the northbound Cypress Street approach.

Implementation Procedure:

Kaiser will pay its fair share costs of implementing the improvements at the Cypress Street Northbound/32nd Street intersection prior to occupancy of the first building in Phase I. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or
- 3) a traffic analysis prepared either by the City of Emeryville or the City of Oakland that is mutually agreed upon by both jurisdictions.

Monitoring and Reporting Action:

Execute the Memorandum of Understanding as described in the Monitoring Schedule.

Kaiser will pay its fair share contribution prior to occupancy of the first building in Phase I.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: If the City of Oakland proceeds with improvements to this intersection prior to occupancy of the first building in Phase I, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Oakland, this agreement must be established prior to Emeryville's assessment of Kaiser for its fair share contribution towards funding the intersection improvements.

Cumulative Intersection Impacts, Year 2000 (Feasible in Emeryville)

Mitigation Cir-11.1

Description of Measure: At the Adeline Street/36th Street intersection, install a traffic signal at this intersection.

Implementation Procedure: Kaiser will pay its fair share costs of implementing the improvements at the Adeline/36th Street intersection prior to occupancy of the first building in Phase I. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements.

Monitoring and Reporting Action: Kaiser will pay its fair share contribution prior to occupancy of the first building in Phase I. The City shall cause the improvement to be constructed prior to occupancy of the first building in Phase I.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: The City of Emeryville will assess Kaiser for its fair share contribution towards funding the intersection improvements prior to occupancy of the first building in Phase I.

Mitigation Cir-12.1

Description of Measure:	For the Shellmound Street/Christie Avenue North intersection, restripe Christie Avenue to provide a shared through/right lane and a shared left/through lane in the southbound direction.
Implementation Procedure:	Kaiser will pay its fair share costs of implementing the improvements at the Shellmound Street/Christie Avenue intersection prior to occupancy of the first building in Phase I. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:
	<ol style="list-style-type: none">1) the City of Emeryville's traffic analysis conducted for the EIR; or2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements.
Monitoring and Reporting Action:	Kaiser will pay its fair share contribution prior to occupancy of the first building in Phase I. The City shall cause the improvement to be constructed prior to occupancy of the first building in Phase I.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	The City of Emeryville will assess Kaiser for its fair share contribution towards funding the intersection improvements prior to occupancy of the first building in Phase I.

Mitigation Cir-13.1

Description of Measure:	At Peralta Street/36th Street, install a traffic signal at this intersection.
Implementation Procedure:	Kaiser will construct the improvements at the Peralta Street/36th Street intersection prior to occupancy of the first building in Phase I. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.
Monitoring and Reporting Action:	Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: All improvements at this intersection will be completed prior to occupancy of the first building in Phase I.

Mitigation Cir-14.1

Description of Measure: At Hollis Street/Yerba Buena Avenue/Mandela Parkway, install a traffic signal at this intersection.

Implementation Procedure: Kaiser will construct the improvements at the Hollis/Yerba Buena Avenue/Mandela Parkway intersection prior to occupancy of the first building in Phase I. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.

Monitoring and Reporting Action: Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: All improvements at this intersection will be completed prior to occupancy of the first building in Phase I.

Project Intersection Impacts and Mitigations, Year 2010 (Feasible in Emeryville)

Mitigation Cir-15.1

Description of Measure: At the San Pablo Avenue/36th Street intersection, restripe San Pablo Avenue to provide a third through lane in the northbound and southbound directions.

Implementation Procedure: Kaiser will construct the improvements at the San Pablo Avenue/36th Street intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.

Monitoring and Reporting Action: Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:	All improvements at this intersection will be completed prior to occupancy of the first building in the Future Expansion phase.
<u>Mitigation Cir-16.1</u>	
Description of Measure:	For the Hollis Street/65th Street intersection, add an exclusive left turn lane on the eastbound and westbound 65th Street approaches to Hollis Street.
Implementation Procedure:	Kaiser will pay its fair share costs of implementing the improvements at the Hollis/65th Street intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:
	<ol style="list-style-type: none"> 1) the City of Emeryville's traffic analysis conducted for the EIR; or 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements.
Monitoring and Reporting Action:	Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase. The City of Emeryville shall cause the improvement to be constructed prior to occupancy of the first building in the Future Expansion phase.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	The City of Emeryville will assess Kaiser for its fair share contribution towards funding the intersection improvements prior to occupancy of the first building in the Future Expansion phase. Alternatively, Kaiser will construct the improvements prior to occupancy of the first building in the Future Expansion phase and will then be reimbursed by future development.
<u>Mitigation Cir-17.1</u>	
Description of Measure:	For the intersection of Powell Street and Hollis, add an exclusive left turn lane in the southbound direction on Hollis Street and a shared through/left turn lane in the northbound direction on Hollis Street.

Implementation Procedure:	Kaiser will construct the improvements at the Powell Street and Hollis Street intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.
Monitoring and Reporting Action:	Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	All improvements at this intersection will be completed prior to occupancy of the first building in the Future Expansion phase.

Mitigation Cir-18.1

Description of Measure:	For Hollis Street/Park Avenue, add an exclusive left turn lane in the eastbound and westbound directions on Park Avenue and a second through lane in the northbound and southbound directions on Hollis Street.
Implementation Procedure:	Kaiser will construct the improvements at the Hollis Street/Park Avenue intersection prior to occupancy of the first building in Phase I. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.
Monitoring and Reporting Action:	Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	All improvements at this intersection will be completed prior to occupancy of the first building in the Future Expansion phase.

Mitigation Cir-19.1

Description of Measure:

At the Bay-Shellmound Street/Christie Avenue South intersection, add a second exclusive left turn lane in the northbound direction on Bay Street-Shellmound at Christie Avenue South.

Implementation Procedure:

Kaiser will pay its fair share costs of implementing the improvements at the Bay-Shellmound Street/Christie Avenue South intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements.

Monitoring and Reporting Action:

Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase. The City of Emeryville shall cause the improvement to be constructed prior to occupancy of the Future Expansion phase.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:

The City of Emeryville will assess Kaiser for its fair share contribution towards funding the intersection improvements prior to occupancy of the first building in the Future Expansion phase. Alternatively, Kaiser will construct the improvements prior to occupancy of the first building in the Future Expansion phase and will then be reimbursed by future development.

Mitigation Cir-20.1

Description of Measure:

At the Hollis Street/45th Street intersection, restripe Hollis to provide two through lanes on both approaches. **This measure has been combined with Cir-4.1.**

Mitigation Cir-21.1

Description of Measure:

At the Adeline Street/40th Street intersection, add an exclusive left turn lane in the northbound and southbound directions on Adeline Street.

Implementation Procedure:	Kaiser will construct the improvements at the Adeline Street/40th Street intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.
Monitoring and Reporting Action:	Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	All improvements at this intersection will be completed prior to occupancy of the first building in the Future Expansion phase.
<u>Project Intersection Impacts, Year 2010</u>	
<u>Mitigation Cir-22.1</u>	
Description of Measure:	At the Powell Street/I-80 Eastbound Ramp intersection, add a second exclusive left turn lane in the northbound direction on the off-ramp at Powell Street.
Implementation Procedure:	Kaiser will construct the improvements at the Powell Street/I-80 Eastbound Ramp intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.
Monitoring and Reporting Action:	Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	All improvements at this intersection will be completed prior to occupancy of the first building in the Future Expansion phase.

Cumulative Intersection Impacts and Mitigations, Year 2010 (Feasible)

Mitigation Cir-23.1

Description of Measure:

At the Bay Street/65th Street intersection, add an exclusive left turn lane in the eastbound and westbound directions on 65th Street as well as a second through lane in the northbound and southbound directions on Bay Street.

Implementation Procedure:

Kaiser will pay its fair share costs of implementing the improvements at the Bay Street/65th Street intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements.

Monitoring and Reporting Action:

Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase. The City of Emeryville shall cause the improvement to be constructed prior to occupancy of the first building in the Future Expansion phase.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:

The City of Emeryville will assess Kaiser for its fair share contribution towards funding the intersection improvements prior to occupancy of the first building in the Future Expansion phase.

Project Intersection Impacts, Year 2010 (Feasible Outside Emeryville)

Mitigation Cir-24.1

Description of Measure:

Install a traffic signal at the intersection of Cypress Street Northbound/32nd Street.

Implementation Procedure:

Kaiser will pay its fair share costs of implementing the improvements at the Cypress Street Northbound/32nd Street intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or
- 3) a traffic analysis prepared either by the City of Emeryville or the City of Oakland that is mutually agreed upon by both jurisdictions.

Monitoring and Reporting Action:

Execute the Memorandum of Understanding as described in the Monitoring Schedule.

Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:

If the City of Oakland proceeds with improvements to this intersection prior to occupancy of the first building in the Future Expansion phase, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Oakland, this agreement must be established prior to Emeryville's assessment of Kaiser for its fair share contribution towards funding the identified intersection improvements.

Mitigation Cir-25.1

Description of Measure:

Install a traffic signal at the intersection of Adeline Street/35th Street.

Implementation Procedure:

Kaiser will pay its fair share costs of implementing the improvements at the Adeline Street/35th Street intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or

Monitoring and Reporting Action:	<p>3) a traffic analysis prepared either by the City of Emeryville or the City of Oakland that is mutually agreed upon by both jurisdictions.</p> <p>Execute the Memorandum of Understanding as described in the Monitoring Schedule.</p> <p>Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase.</p>
Monitoring Responsibility:	<p>City of Emeryville Planning Department Director/Public Works Director</p>
Monitoring Schedule:	<p>If the City of Oakland proceeds with improvements to this intersection prior to occupancy of the first building in the Future Expansion phase, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Oakland, this agreement must be established prior to Emeryville's assessment of Kaiser for its fair share contribution towards funding the identified intersection improvements.</p>

Infeasible Cumulative Intersection Impacts and Mitigations, Year 2010

The improvements identified in the Draft EIR on pages 130-132 and 151-153 are those improvements that would be required to achieve an acceptable level of service (i.e., LOS D or better) in conformance with the City's Level of Service Policy. The City's Level of Service Policy was the threshold used to determine whether or not the project fully mitigated a significant intersection impact to a less than significant level. In response to comments regarding the significant unavoidable traffic impacts associated with the project, other mitigation measures were considered for the following intersections. Upon further evaluation of these intersections, additional improvements were identified, as described below, that improved the levels of service, but not to an acceptable level. As a result, although the following improvements lessen the significant impact, they do not fully mitigate the impact to a less than significant level. Furthermore, these intersections are located outside of Emeryville's jurisdiction. Because Emeryville lacks jurisdiction over these intersections, the City cannot control the implementation of the identified improvements. As a result, the project was found to result in a significant unavoidable impact to these intersections. Because the City of Emeryville lacks jurisdiction over the intersections, Emeryville would need to enter into a Memorandum of Understanding with the City of Oakland or City of Berkeley in order to implement the mitigation.

Mitigation - San Pablo/Ashby

Description of Measure:	<p>Ashby Avenue, immediately east of San Pablo Avenue, could be widened to provide an additional westbound left turn lane on Ashby Avenue.</p>
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Implementation Procedure: Kaiser will pay its fair share costs of implementing the improvements at the San Pablo Avenue/Ashby Avenue intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or
- 3) a traffic analysis prepared either by the City of Emeryville or the City of Berkeley that is mutually agreed upon by both jurisdictions.

Monitoring and Reporting Action:

Execute the Memorandum of Understanding as described in the Monitoring Schedule.

Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:

If the City of Berkeley proceeds with improvements to this intersection prior to occupancy of the first building in the Future Expansion phase, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Berkeley, this agreement must be established prior to the City of Emeryville's assessment of Kaiser for its fair share contribution towards funding the intersection improvements.

Mitigation - San Pablo/Alcatraz

Description of Measure:

In order to improve the service levels at this intersection in year 2010, the provision of additional through lanes in both directions of San Pablo Avenue and an exclusive westbound right turn lane on Alcatraz Avenue would be required.

Implementation Procedure:

Kaiser will pay its fair share costs of implementing the improvements at the San Pablo Avenue/Alcatraz Avenue intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or
- 3) a traffic analysis prepared either by the City of Emeryville or the City of Oakland that is mutually agreed upon by both jurisdictions.

Monitoring and Reporting Action:

Execute the Memorandum of Understanding as described in the Monitoring Schedule.

Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:

If the City of Oakland proceeds with improvements to this intersection prior to occupancy of the first building in the Future Expansion phase, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Oakland, this agreement must be established prior to the City of Emeryville's assessment of Kaiser for its fair share contribution towards funding the intersection improvements.

Mitigation - 7th/Ashby Avenue

Description of Measure:

The northbound approach on 7th Street, between Folger Avenue and Ashby Avenue, could be widened to provide an additional through lane. The southbound approach on 7th Street, between Anthony Street and Ashby Avenue, could also be widened to provide an additional through lane. These mitigation measures would require the acquisition of additional right-of-way along 7th Street and signal modifications.

Implementation Procedure:

Kaiser will pay its fair share costs of implementing the improvements at the 7th/Ashby Avenue intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or

- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or
- 3) a traffic analysis prepared either by the City of Emeryville or the City of Berkeley that is mutually agreed upon by both jurisdictions.

Monitoring and Reporting Action:

Execute the Memorandum of Understanding as described in the Monitoring Schedule.

Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Department

Monitoring Schedule:

If the City of Berkeley proceeds with improvements to this intersection prior to occupancy of the first building in Phase I, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Berkeley, this agreement must be established prior to the City of Emeryville's assessment of Kaiser for its fair share contribution towards funding the intersection improvements.

Mitigation - Christie/Powell

Description of Measure:

In order to improve the service level at this intersection from LOS F to LOS E, an additional through lane on the westbound approach of Powell Street, as well as a second exclusive left turn lane in the northbound direction on Christie Avenue would be required. In addition, this mitigation would also require the extension of the southbound right turn lane on Christie Avenue by approximately 250 feet and modification of the existing traffic signal. These mitigation measures would require the acquisition of additional right-of-way along the west side of Christie Avenue and along the north side of Powell Street.

Implementation Procedure:

Kaiser will construct the improvements at the Christie/Powell intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser will be reimbursed by future development for a portion of the cost of the identified mitigation measure.

Monitoring and Reporting Action:

Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary

approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: All improvements at this intersection will be completed prior to occupancy of the first building in the Future Expansion phase.

Mitigation - Adeline/Martin Luther King Jr. Way

Description of Measure: In order to improve the operation of this intersection to service level of D or better for year 2010 conditions, the provision of a signal phasing modifications would be required to allow for permitted left turns from northbound Martin Luther King Jr. Way to Adeline Street.

Implementation Procedure: Kaiser will pay its fair share costs of implementing the improvements at the Adeline/Martin Luther King Jr. Way intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or
- 3) a traffic analysis prepared either by the City of Emeryville or the City of Berkeley that is mutually agreed upon by both jurisdictions.

Monitoring and Reporting Action: Execute the Memorandum of Understanding as described in the Monitoring Schedule.

Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: If the City of Berkeley proceeds with improvements to this intersection prior to occupancy of the first building in the Future Expansion phase, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection

improvements cannot be derived or implemented without input and approval from the City of Berkeley, this agreement must be established prior to the City of Emeryville's assessment of Kaiser for its fair share contribution towards funding the intersection improvements.

Mitigation - Adeline/Market

Description of Measure:

In order to improve the service level at this intersection from LOS E to LOS D for 2010 conditions, the provision of an additional left-turn lane in the southbound direction on Adeline Street would be required.

Implementation Procedure:

Kaiser will pay its fair share costs of implementing the improvements at the Adeline/Market intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or
- 3) a traffic analysis prepared either by the City of Emeryville or the City of Oakland that is mutually agreed upon by both jurisdictions.

Monitoring and Reporting Action:

Execute the Memorandum of Understanding as described in the Monitoring Schedule.

Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:

If the City of Oakland proceeds with improvements to this intersection prior to occupancy of the first building in the Future Expansion phase, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Oakland, this agreement must be established prior to the City of Emeryville's assessment of Kaiser for its fair share contribution towards funding the intersection improvements.

Mitigation - Market/40th Street

Description of Measure:	As described in the Draft EIR for 2010 conditions, the provision of exclusive left-turn lanes in the northbound and southbound directions on Market Street would be required to improve the service level at this intersection from LOS F to LOS D.
Implementation Procedure:	Kaiser will pay its fair share costs of implementing the improvements at the Market/40th Street intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:
	<ol style="list-style-type: none">1) the City of Emeryville's traffic analysis conducted for the EIR; or2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or3) a traffic analysis prepared either by the City of Emeryville or the City of Oakland that is mutually agreed upon by both jurisdictions.
Monitoring and Reporting Action:	Execute the Memorandum of Understanding as described in the Monitoring Schedule.
	Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	If the City of Oakland proceeds with improvements to this intersection prior to occupancy of the first building in the Future Expansion phase, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Oakland, this agreement must be established prior to the City of Emeryville's assessment of Kaiser for its fair share contribution towards funding the intersection improvements.

Mitigation - Market/MacArthur Boulevard

Description of Measure:	The service level at this intersection would improve from LOS F to LOS D in year 2010 with the provision of exclusive left-
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turn lanes in the northbound and southbound directions of Market Street.

Implementation Procedure: Kaiser will pay its fair share costs of implementing the improvements at the Market/MacArthur Boulevard intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or
- 3) a traffic analysis prepared either by the City of Emeryville or the City of Oakland that is mutually agreed upon by both jurisdictions.

Monitoring and Reporting Action:

Execute the Memorandum of Understanding as described in the Monitoring Schedule.

Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:

If the City of Oakland proceeds with improvements to this intersection prior to occupancy of the first building in the Future Expansion phase, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Oakland, this agreement must be established prior to the City of Emeryville's assessment of Kaiser for its fair share contribution towards funding the intersection improvements.

Mitigation - Telegraph/40th Street

Description of Measure:

As described in the Draft EIR, the provision of a second left-turn lane in the eastbound direction on 40th Street would reduce project impacts (i.e., the service level would improve to 2010 baseline conditions). However, in order to improve the intersection operation to service level of D or better, the provision of additional through lanes in both directions of Telegraph Avenue would be required.

Implementation Procedure:	Kaiser will pay its fair share costs of implementing the improvements at the Telegraph/40th Street intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the percentage of project traffic through the intersection. The percentage contribution will be derived from either: <ol style="list-style-type: none"> 1) the City of Emeryville's traffic analysis conducted for the EIR; or 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or 3) a traffic analysis prepared either by the City of Emeryville or the City of Oakland that is mutually agreed upon by both jurisdictions.
Monitoring and Reporting Action:	Execute the Memorandum of Understanding as described in the Monitoring Schedule.
	Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	If the City of Oakland proceeds with improvements to this intersection prior to occupancy of the first building in the Future Expansion phase, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Oakland, this agreement must be established prior to the City of Emeryville's assessment of Kaiser for its fair share contribution towards funding the intersection improvements.

Mitigation - Telegraph/MacArthur Boulevard

Description of Measure:	In order to improve the service level at this intersection from LOS E to LOS D in year 2010, the provision of a second southbound left-turn lane on Telegraph Avenue would be required.
Implementation Procedure:	Kaiser will pay its fair share costs of implementing the improvements at the Telegraph Avenue/MacArthur Boulevard intersection prior to occupancy of the first building in the Future Expansion phase. Kaiser's fair share will be based upon the

percentage of project traffic through the intersection. The percentage contribution will be derived from either:

- 1) the City of Emeryville's traffic analysis conducted for the EIR; or
- 2) a subsequent traffic analysis prepared by the City prior to implementation of the identified intersection improvements; or
- 3) a traffic analysis prepared either by the City of Emeryville or the City of Oakland that is mutually agreed upon by both jurisdictions.

Monitoring and Reporting Action:

Execute the Memorandum of Understanding as described in the Monitoring Schedule.

Kaiser will pay its fair share contribution prior to occupancy of the first building in the Future Expansion phase.

Monitoring Responsibility:

City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule:

If the City of Oakland proceeds with improvements to this intersection prior to occupancy of the first building in the Future Expansion phase, it should notify the City of Emeryville and enter into a Memorandum of Understanding. Since Kaiser's fair share contribution toward funding these intersection improvements cannot be derived or implemented without input and approval from the City of Oakland, this agreement must be established prior to Emeryville's assessment of Kaiser for its fair share contribution towards funding the intersection improvements.

Road Closure Impacts and Mitigations, Year 2000

Closure of Watts Street

Mitigation Cir-27.1

Description of Measure:

Construct a new entrance to the AC Transit maintenance yard on 47th Street approximately 125 feet west of San Pablo Avenue. The existing driveway would serve exiting buses. **OR**

Mitigation Cir-27.2

Description of Measure:

Widen the existing driveway on 45th Street to allow for both ingress and egress at this location, and modify the existing curbline to provide a 45-feet radius at the northwest corner of the San Pablo Avenue/45th Street intersection.

Implementation Procedure:	Kaiser and AC Transit shall negotiate an agreement which establishes the responsibilities and schedule for these improvements.
Monitoring and Reporting Action:	Kaiser to file an executed agreement with the Emeryville Planning Department.
Monitoring Responsibility:	City of Emeryville Planning Department Director
Monitoring Schedule:	Prior to the closure of Watts Street.

Road Closure Impacts and Mitigations, Year 2010

Abandonment of the Planned Haven Street Extension

Mitigation Cir-26.1

Description of Measure:	Construct a two lane Haven Street Extension from 47th Street to Powell Street, with three lanes provided only as needed at the junctions with major cross streets such as Powell Street and 47th Street, to serve as a major project access to the north.
Implementation Procedure:	Kaiser will construct the Powell Street/Doyle Street intersection improvements prior to occupancy of the first building in the Future Expansion phase. Kaiser will be reimbursed by future development for up to 50% of the costs of the identified mitigation measure.
Monitoring and Reporting Action:	Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	All improvements at this intersection will be completed prior to occupancy of the first building in the Future Expansion phase.

Cumulative Transit Impacts, Year 2000

Mitigation Cir-35.1

Description of Measure:	The project, as well as other local projects, should contribute to a mass transit fund (the Amtrak Amortization Fee) for use in developing local and regional transit capacity.
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Implementation Procedure: Emeryville Planning Department to implement the Mass Transit Program. Kaiser to make contributions to the Mass Transit Program pursuant to the terms of the Development Agreement.

Monitoring and Reporting Action: Prepare an annual report describing the status of the Mass Transit Program services. This report should include the following components:

1. Types of mass transit services provided through the program.
2. Mass transit service routes, hours, and facilities.
3. Public agency and private participants involved in the Mass Transit Program.
4. Estimated ridership estimates on an annual basis for each type of mass transit service.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Pursuant to the Development Agreement, Kaiser will contribute funds on an annual basis for 25 years.

Annual reports to be prepared during the life of the Mass Transit Program.

Cumulative Transit Impacts, Year 2010

Mitigation Cir-37.1

Description of Measure: The project, as well as other local projects, should contribute to a mass transit fund for use in developing local and regional transit capacity.

Implementation Procedure: Implement Implementation Procedure for Monitoring and Reporting Cir-35.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action Cir-35.1.

Monitoring Responsibility: City of Emeryville Public Works Department Director/Public Works Director

Monitoring Schedule: Pursuant to the Development Agreement, Kaiser will contribute funds on an annual basis for 25 years.

Annual reports to be prepared during the life of the Mass Transit Program.

Site Access Impacts, Year 2000

Mitigation Cir-40.1

Description of Measure:	To reduce the impact to the Park Avenue/Emery Street intersection, the proposed access driveway along Park Avenue should be limited to access for inbound traffic only, while the access driveway along 45th Street should be limited to access for outbound traffic only.
Implementation Procedure:	Kaiser will construct the improvements at the Park Avenue/Emery Street intersection prior to occupancy of the first building in Phase I.
Monitoring and Reporting Action:	Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	All improvements at this intersection will be completed prior to occupancy of the first building in Phase I.

Mitigation Cir-40.2

Description of Measure:	The installation of a traffic signal at the intersection of Park Avenue/Emery Street.
Implementation Procedure:	Kaiser will install the signal at the Park Avenue/Emery Street intersection prior to occupancy of the first building in Phase I.
Monitoring and Reporting Action:	Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	All improvements at this intersection will be completed prior to occupancy of the first building in Phase I.

Mitigation Cir-41.1

Description of Measure:	The structural section, if needed, on Park Avenue, from San Pablo Avenue to Halleck Street, and along the project frontage on 45th Street, shall be overlayed and improved.
Implementation Procedure:	Kaiser will overlay and improve the identified roadway segments prior to occupancy of the first building in Phase I.
Monitoring and Reporting Action:	Kaiser to submit engineering and design plans for the intersection improvements for review and approval by the Director of Public Works. Upon approval, Kaiser will obtain the necessary approvals (i.e., grading permits, encroachment permits, etc.) to construct the identified improvements. Kaiser will then construct the identified mitigation.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	All improvements at this intersection will be completed prior to occupancy of the first building in Phase I.

Mitigation Cir-42.1

Description of Measure:	Restrict the access driveway along Hollis Street at the proposed Hollis Street garage to outbound movements only. Inbound traffic would access this garage via an access driveway located on the east side of the garage. Access would be via a driveway connecting to Haven Street.
Implementation Procedure:	Indicate access restrictions on a Circulation Plan included in the Preliminary Development Plan for this portion of Phase I.
Monitoring and Reporting Action:	Review Preliminary Development Plan to confirm compliance with access requirements specified in the traffic report.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	Prior to approval of the Preliminary Development Plan.

Mitigation Cir-43.1

Description of Measure:	Provide off-street truck loading facilities.
Implementation Procedure:	Indicate location of off-street truck loading facilities on site plan included in the Final Development Plan.

Monitoring and Reporting Action:	Review Final Development Plan application to ensure compliance with access requirements specified in the traffic report.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	Prior to approval of the Final Development Plan.

Site Access Impacts, Year 2010

Mitigation Cir-44.1

Description of Measure:	Restrict the Hollis Street access to exiting vehicles only and provide an entrance access on the east side of the Hollis Street garage. Access would be provided by a driveway connecting to 53rd Street.
Implementation Procedure:	Indicate location of entrance access on the east side of the Hollis Street garage on the site plan included in the Final Development Plan.
Monitoring and Reporting Action:	Review Final Development Plan to ensure compliance with access requirements specified in the traffic report.
Monitoring Responsibility:	City of Emeryville Planning Department Director/Public Works Director
Monitoring Schedule:	Prior to approval of the Final Development Plan for the Future Expansion phase.

Project Pedestrian Impacts, Year 2000

Mitigation Cir-45.1

Description of Measure:	Provide audio and visual warning devices at the junction of all sidewalks with automobile or truck access to garages or loading areas along the periphery of the Phase I site.
Implementation Procedure:	Audio and visual warning devices as specified by the Public Works Department shall be indicated in the construction documents at the junction of all sidewalk locations, auto or truck access along the periphery of the Phase I site.
Monitoring and Reporting Action:	Review Site Improvement Plans and construction documents to ensure compliance with pedestrian access requirements specified in the traffic report.
Monitoring Responsibility:	City of Emeryville Public Works Director

Monitoring Schedule: Prior to approval of the building permit for Phase I.

Mitigation Cir-45.2

Description of Measure: Meet all ADA requirements for all new pedestrian facilities constructed for the project.

Implementation Procedure: ADA design features as specified by the Public Works Department shall be indicated in the construction documents at the junction of all sidewalk locations, auto or truck access along the periphery of the Phase I site.

Monitoring and Reporting Action: Review Site Improvement Plans and construction documents to ensure compliance with pedestrian access requirements specified in the traffic report and to ensure that all facilities are designed to meet ADA requirements.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to approval of the building permit for Phase I.

Project Pedestrian Impacts, Year 2010

Mitigation Cir-46.1

Description of Measure: Provide pavement markings, signing, and other related traffic control devices to indicate the location of at-grade crossings for pedestrians along 45th Street.

Implementation Procedure: Follow procedure for Monitoring and Reporting Cir-45.1

Monitoring and Reporting Action: Implement Monitoring and Reporting Action Cir-45.1.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to approval of the building permit for Future Expansion.

Mitigation Cir-46.2

Description of Measure: Provide pavement markings and signing to clearly indicate access locations for handicapped persons at the San Pablo Avenue crossings at 47th Street and at the 47th Street crossing on the west side of San Pablo Avenue.

Implementation Procedure: Follow procedure for Monitoring and Reporting Cir-45.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action Cir-45.2.

Monitoring Responsibility:	City of Emeryville Public Works Director
Monitoring Schedule:	Prior to approval of the building permit for Future Expansion.

Cumulative Pedestrian Impacts, Year 2010

Mitigation Cir-47.1

Description of Measure:	Install pedestrian signal heads for pedestrians crossing 47th Street, advance pedestrian warning signs on San Pablo Avenue, and pavement striping on San Pablo Avenue ("Slow School Crossing").
Implementation Procedure:	Follow procedure for Monitoring and Reporting Cir-45.1.
Monitoring and Reporting Action:	Implement Monitoring and Reporting Action Cir-45.1.
Monitoring Responsibility:	City of Emeryville Public Works Director
Monitoring Schedule:	Prior to approval of the building permit for Future Expansion.

Bicycle Impacts, Year 2000

Mitigation Cir-48.1

Description of Measure:	Provide a continuous north-south Class I bike path along the Haven Street Extension through the project site, between Park Avenue and 45th Street, as further described in the traffic report attached as Appendix C in the EIR.
Implementation Procedure:	Indicate location of Class I bike path along the Doyle-Haven Street Extension, between Park Avenue and 45th Street on the improvement plans for the Doyle-Haven Street Extension to the satisfaction of the Public Works Director, in Phase I.
Monitoring and Reporting Action:	Review improvement plans for Doyle-Haven Street Extension to ensure compliance with the bicycle improvements specified in mitigation measure Cir-48.1.
Monitoring Responsibility:	City of Emeryville Public Works Director
Monitoring Schedule:	Prior to approval of occupancy of Phase I.

Mitigation Cir-48.2

Description of Measure:	Provide a Class II bike lane along Park Avenue, between San Pablo Avenue and Hollis Street.
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Implementation Procedure: Indicate location of Class II bike lane along Park Avenue, between San Pablo Avenue and Hollis Street on the improvement plans for Park Avenue to the satisfaction of the Public Works in Phase I.

Monitoring and Reporting Action: Review improvements plans for Park Avenue to ensure compliance with the bicycle improvements specified in mitigation measure Cir-49.1.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I.

Cumulative Bicycle Impacts, Year 2000

Mitigation Cir-49.1

Description of Measure: Provide the Class I bike paths and Class II bike lanes in the vicinity of the Phase I site, as proposed in the General Plan (see Figure 14). In particular, Class I bike paths should be provided along Halleck Street, between Sherwin Street and 53rd Street. Class II bike lanes should also be installed along Park Avenue, between Hollis Street and Halleck Street, along 40th Street, between Adeline Street and Bay-Shellmound Street, and along Holden Street, between 40th Street and Park Avenue.

Implementation Procedure: Indicate the locations of the Class I bike paths and Class II bike lanes installed as part of the project on the improvement plans for each of the identified roadway segments to the satisfaction of the Public Works Director, in Phase I.

Monitoring and Reporting Action: Review improvement plans to ensure compliance with the bicycle improvements specified in mitigation measure Cir-49.1.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I.

Bicycle Impacts, Year 2010

Mitigation Cir-50.1

Description of Measure: Provide a continuous north-south Class I bike path along the Doyle-Haven Street Extension, between Park Avenue and 53rd Street in the Future Expansion phase.

Implementation Procedure: Indicate location of Class I bike path along the Doyle-Haven Street Extension, between Park Avenue and 53rd Street on the improvement plans for the Doyle-Haven Extension to the

Monitoring and Reporting Action:	satisfaction of the Public Works Director in the Future Expansion phase.
Monitoring Responsibility:	Review the improvement plans for the Doyle-Haven Extension to ensure compliance with the bicycle improvements specified in mitigation measure Cir-50.1.
Monitoring Schedule:	City of Emeryville Planning Department Director
<u>Mitigation Cir-50.2</u>	Prior to approval of the Certificate of Occupancy for the Future Expansion phase.
Description of Measure:	Provide a Class II bike lane along 47th Street, between San Pablo Avenue and Doyle Street.
Implementation Procedure:	Indicate location of Class II bike lane along 47th Street, between San Pablo Avenue and Doyle Street on the improvement plans for 47th Street to the satisfaction of the Public Works Director for Future Expansion.
Monitoring and Reporting Action:	Review 47th Street improvement plans to ensure compliance with the bicycle improvements specified in mitigation measure Cir-50.2.
Monitoring Responsibility:	City of Emeryville Public Works Director
Monitoring Schedule:	Prior to approval of the Certificate of Occupancy for the Future Expansion phase.

Cumulative Bicycle Impacts, Year 2010

Mitigation Cir-51.1

Description of Measure:	Provide the Class I bike paths and Class II bike lanes in the vicinity of the Phase I site, as proposed in the General Plan (see Figure 14). In particular, Class I bike paths should be provided along the Doyle-Haven Street Extension, from 53rd Street to Stanford Avenue. Class II bike lanes should also be installed along 47th Street, between Adeline Street and San Pablo Avenue, and along the Horton-Landregan Street Extension, between 40th Street and Stanford Avenue.
Implementation Procedure:	Indicate the locations of the Class I bike paths and Class II bike lanes installed as part of the project on the improvement plans for each of the identified roadway segments in mitigation measure Cir-51.1. to the satisfaction of the Public Works Director, for Future Expansion.

Monitoring and Reporting Action:	Review the improvement plans to ensure compliance with the bicycle improvements specified in mitigation measure Cir-51.1.
Monitoring Responsibility:	City of Emeryville Public Works Director
Monitoring Schedule:	Prior to approval of the Certificate of Occupancy for the Future Expansion phase.

Project Construction Impacts, Year 2000

Mitigation Cir-52.1

Description of Measure:	Through travel lanes on Hollis Street or San Pablo Avenue should not be closed for construction purposes. The access points for construction staging areas should be located on Park Avenue or 45th Street, so as not to impact through traffic on either Hollis Street or San Pablo Avenue.
Implementation Procedure:	Kaiser shall submit a Construction Staging and Traffic Handling Plan prior to commencing construction on the project site. The plan shall be reviewed and approved by the Emeryville Public Works Director. This plan will include the following elements that pertain to construction traffic, air quality and noise:

Construction Traffic Handling Plan

1. Identification of on-site areas where construction activities are proposed. These areas would be described with text or maps to depict the locations of construction activity in relation to the existing surrounding land uses.
2. Plans showing lane closures and traffic handling routes during construction.
3. Proposed construction vehicle transportation/haul route locations and number of construction vehicles estimated to arrive and depart from the project site along a given route. A map depicting the haul routes may accompany this section.
4. Time period of construction activities and frequency of construction traffic to and from the site.
5. A map indicating the locations of construction period parking facilities for construction workers.
6. Identification of project representative who would be available for residents/businesses to report complaints.

7. The method of correcting complaints within a specified time period.
8. A report evaluating the adequacy of existing roadway facilities for sustaining truck traffic. This report would evaluate the measures that need to be implemented to ensure that the roadways accommodate construction truck traffic.
9. Identification of the criteria used to establish that the street sections would be able to accommodate truck traffic, including identification of the method of making improvements or determining maximum loads.
10. The manner in which Kaiser will direct truck traffic away from residentially zoned areas.
11. A map indicating the rerouting of pedestrian facilities during periods of utility and new sidewalk work or for public safety purposes.

Construction Air Quality Element

1. Identification of on-site areas where construction activities are proposed. These areas would be described with text or maps to depict the locations of construction activity in relation to the existing surrounding land uses.
2. Proposed construction vehicle transportation/haul route locations and number of construction vehicles estimated to arrive and depart from the project site along a given route. A map depicting the haul routes may accompany this section.
3. Time period of construction activities and frequency of construction activity on the site and construction traffic to and from the site.
4. Identification of project representative who would be available for residents/businesses to report air quality complaints.
5. The method of correcting air quality complaints within a specified time period.
6. A list of the types of construction equipment used by project construction contractors.
7. Methods employed by contractors to control dust emissions during construction activity.
8. Identification of the dust palliative to be used during construction.

9. A description of the method for controlling debris, soil, sand or other materials that can be blown by the wind.
10. A description of the method for sweeping paved construction area and adjacent streets of all mud and debris.
11. Methods to ensure that speeds of all construction vehicles would be limited to 15 miles per hour while on site.

Construction Noise Element

1. Identification of on-site areas where construction activities are proposed. These areas would be described with text or maps to depict the locations of construction activity in relation to the existing surrounding land uses.
2. Time period of construction activities and frequency of construction activity on the site and construction traffic to and from the site.
3. Identification of project representative who would be available for residents/businesses to report noise complaints.
4. The method of correcting noise complaints within a specified time period.
5. Methods employed by contractors to control substantial elevated noise emissions during construction activity, including scheduling activities to avoid the simultaneous operation of noise-generating equipment where feasible.
6. A map depicting the location of temporary noise control barriers and a description of the types of materials which would be used in their construction.

In addition to developing the Construction Staging and Traffic Handling Plan, Kaiser will incorporate the relevant provisions of this plan into the contracts with each of the construction contractors.

Monitoring and Reporting Action:

Review and approve Construction Staging and Traffic Handling Plan, Construction Air Quality Element, and Noise Element.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to beginning construction on the Phase I site.

Mitigation Cir-52.2

Description of Measure:	The project applicant should be required to repair (overlay or repair to structural section) streets damaged by truck traffic travelling to and from the work site, as determined by the Emeryville Public Works Department.
Implementation Procedure:	Follow procedure for Monitoring and Reporting Measure Cir-52.1.
Monitoring and Reporting Action:	Review and approve Construction Staging and Traffic Handling Plan, Construction Air Quality Element, and Noise Element.
Monitoring Responsibility:	City of Emeryville Public Works Director
Monitoring Schedule:	Prior to beginning construction on the Phase I site.

Mitigation Cir-53.1

Description of Measure:	Through travel lanes on 45th Street should not be closed for construction purposes.
Implementation Procedure:	Follow procedure for Monitoring and Reporting Measure Cir-52.1.
Monitoring and Reporting Action:	Review and approve Construction Staging and Traffic Handling Plan, Construction Air Quality Element, and Noise Element.
Monitoring Responsibility:	City of Emeryville Public Works Director
Monitoring Schedule:	Prior to beginning construction on the Phase I site.

Mitigation Cir-53.2

Description of Measure:	The project applicant should be required to repair (overlay or repair to structural section) streets damaged by truck traffic travelling to and from the work site, as determined by the City of Emeryville Public Works Department.
Implementation Procedure:	Follow procedure for Monitoring and Reporting Measure Cir-52.1.
Monitoring and Reporting Action:	Review and approve Construction Staging and Traffic Handling Plan, Construction Air Quality Element, and Noise Element.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to beginning construction on the Phase I site.

Mitigation Cir-54.1

Description of Measure: Construction vehicles shall not be routed along residentially zoned streets in the project vicinity.

Implementation Procedure: Follow procedure for Monitoring and Reporting Measure Cir-52.1.

Monitoring and Reporting Action: Review and approve Construction Staging and Traffic Handling Plan, Construction Air Quality Element, and Noise Element.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to beginning construction on the Phase I site.

Mitigation Cir-55.1

Description of Measure: Parking for construction workers should be provided on the Phase I site to avoid impacts to existing on-street parking.

Implementation Procedure: Follow procedure for Monitoring and Report Measure Cir-52.1.

Monitoring and Reporting Action: Review and approve Construction Staging and Traffic Handling Plan, Construction Air Quality Element, and Noise Element.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to beginning construction on the Phase I site.

Mitigation Cir-56.1

Description of Measure: Pedestrian facilities should be maintained along the project frontage on San Pablo Avenue, Hollis Street, Park Avenue, and 45th Street, except for periodic closures for utilities and new sidewalk work or public safety purposes.

Implementation Procedure: Follow procedure for Monitoring and Report Measure Cir-52.1.

Monitoring and Reporting Action:	Review and approve Construction Staging and Traffic Handling Plan, Construction Air Quality Element, and Noise Element.
Monitoring Responsibility:	City of Emeryville Public Works Director
Monitoring Schedule:	Prior to beginning construction on the Phase I site.

Project Construction Impacts, Year 2010

Mitigation Cir-58

Description of Measure:	Implementation of the Phase I construction mitigation measures discussed above would reduce Future Expansion construction impacts to major and minor streets, pedestrian facilities, and neighborhood intrusion in the project vicinity.
Implementation Procedure:	Follow procedure for Monitoring and Report Measure Cir-52.1 in the Future Expansion phase.
Monitoring and Reporting Action:	Review and approve Construction Staging and Traffic Handling Plan, Construction Air Quality Element, and Noise Element.
Monitoring Responsibility:	City of Emeryville Public Works Director
Monitoring Schedule:	Prior to beginning construction in the Future Expansion phase.

AIR QUALITY (pp. 184-199)

Construction Period Impacts - Phase I and Future Expansion

Mitigation AQ-1.1

Description of Measure:	Construction standards should be adopted requiring all contractors to reduce dust generation.
Implementation Procedure:	Kaiser would submit a Construction Staging and Traffic Handling Plan to establish methods for addressing construction-related impacts to adjacent properties and businesses, as described in the Implementation Procedure for Cir-52.1.
Monitoring and Reporting Action:	Review Construction Staging and Traffic Handling Plan to determine that methods of addressing construction-related air

quality impacts to adjacent properties and businesses are adequate.

Periodically inspect construction activity.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to beginning construction on the project site.

Mitigation AQ-1.2

Description of Measure: Suspend earthmoving or other dust-producing activities during periods of high winds if dust generation is a nuisance.

Implementation Procedure: Follow procedure for Monitoring and Reporting measure AQ-1.1

Monitoring and Reporting Action: Review Construction Staging and Traffic Handling Plan to determine that methods of addressing construction-related air quality impacts to adjacent properties and businesses are adequate.

Periodically inspect construction activity.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to beginning construction on the project site.

Mitigation AQ-1.3

Description of Measure: Provide equipment and manpower for watering of all exposed or disturbed soil surfaces at least twice daily, including weekends and holidays. An appropriate dust palliative or suppressant, added to water before application, should be utilized.

Implementation Procedure: Follow procedure for Monitoring and Reporting measure AQ-1.1.

Monitoring and Reporting Action: Review Construction Staging and Traffic Handling Plan to determine that methods of addressing construction-related air quality impacts to adjacent properties and businesses are adequate.

Periodically inspect construction activity.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to beginning construction on the project site.

Mitigation AQ-1.4

Description of Measure: Water or cover stockpiles of debris, soil, sand or other materials that can be blown by the wind.

Implementation Procedure: Follow procedure for Monitoring and Reporting measure AQ-1.1.

Monitoring and Reporting Action: Review Construction Staging and Traffic Handling Plan to determine that methods of addressing construction-related air quality impacts to adjacent properties and businesses are adequate.

Periodically inspect construction activity.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to beginning construction on the project site.

Mitigation AQ-1.5

Description of Measure: Sweep paved construction area and adjacent streets of all mud and debris, since this material can be pulverized and later resuspended by vehicle traffic.

Implementation Procedure: Follow procedure for Monitoring and Reporting measure AQ-1.1.

Monitoring and Reporting Action: Review Construction Staging and Traffic Handling Plan to determine that methods of addressing construction-related air quality impacts to adjacent properties and businesses are adequate.

Periodically inspect construction activity.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to beginning construction on the project site.

Mitigation AQ-1.6

Description of Measure: Limit the speed of all construction vehicles to 15 miles per hour while on site.

Implementation Procedure: Follow procedure for Monitoring and Reporting measure AQ-1.1.

Monitoring and Reporting Action:

Review Construction Staging and Traffic Handling Plan to determine that methods of addressing construction-related air quality impacts to adjacent properties and businesses are adequate.

Periodically inspect construction activity.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to beginning construction on the project site.

Regional Impacts - Phase I and Future Expansion

Mitigation AQ-5.1

Description of Measure: Kaiser would implement a Transportation Systems Management Program as part of the proposed project.

Implementation Procedure: Kaiser would adopt the Transportation Systems Management Program (TSMP) hereby incorporated by reference. This TSMP describes the measures to be implemented to reduce single-occupant vehicle travel, a phased implementation schedule and the percentage reduction target for Phase I and the Future Expansion phase.

Monitoring and Reporting Action:

Kaiser would submit annual progress reports to the Emeryville Planning Director summarizing the TSMP measures that have been implemented and the actual percentage reduction compared to the target reduction.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: Annually for the project's duration.

Mitigation AQ-5.2

Description of Measure:

The project would implement roadway and intersection improvements identified in the traffic analysis that would relieve congestion at intersections impacted by project traffic.

Implementation Procedure: Follow procedures for Monitoring and Reporting Cir-1.1 through Cir-59.

Monitoring and Reporting Action:

Implement Monitoring and Reporting Actions specified in Cir-1.1 through Cir-59.

Monitoring Responsibility: City of Emeryville Planning Department Director/Public Works Director

Monitoring Schedule: Prior to occupancy of Phase I and of Future Expansion.

Cumulative Impacts - Phase I and Future Expansion

Mitigation AQ-7

Description of Measure: Implementation of mitigation measures AQ-5.1 and AQ-5.2 would contribute to the attainment of emission standards as projected for the Bay Area Air Basin.

Implementation Procedure: Implement Implementation Procedure for Monitoring and Reporting measures AQ-5.1 and AQ-5.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Actions specified in AQ-5.1 and AQ-5.2.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: As specified in the monitoring schedules for AQ-5.1 and AQ-5.2.

NOISE (pp. 200-214)

Project-Generated Traffic Noise Impacts - Interior Areas - Phase I and Future Expansion

Mitigation No-1.1

Description of Measure: The design of the medical office buildings on 45th Street should incorporate noise attenuation measures to reduce interior noise levels.

Implementation Procedure: An acoustical engineer will determine building materials, window controls, and Sound Transmission Class ratings for the medical office buildings that will achieve acceptable interior noise levels. The building permit applications shall include a statement from a qualified acoustical engineer that all measures have been incorporated to reduce noise levels to acceptable levels.

Monitoring and Reporting Action: Prior to issuance of a Certificate of Occupancy for Phase I and the Future Expansion phase, the project acoustical engineer will submit an inspection/monitoring report to the Planning Director verifying that the building design, building materials, and window control measures have been

constructed and installed in conformance with the Final Development Plan.

Monitoring Responsibility: City of Emeryville Planning Department Director and Building Inspector

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Mitigation No-1.2

Description of Measure: The design of the hospital and medical office buildings in Phase I and Future Expansion should incorporate other features to reduce the intensities with which the loud, intermittent noises from truck and bus passbys are heard in the interiors.

Implementation Procedure: An acoustical engineer will determine building materials, window controls, and Sound Transmission Class ratings for the hospital and medical office buildings that will reduce the intermittent noise level exposures. The building permit applications shall include a statement from a qualified acoustical engineer that all measures have been incorporated to reduce noise levels to acceptable levels.

Monitoring and Reporting Action: Prior to issuance of a Certificate of Occupancy for Phase I and Future Expansion, the project acoustical engineer will submit an inspection/monitoring report to the Planning Director verifying that the building design, building materials, and window control measures have been constructed and installed in conformance with the Final Development Plan.

Monitoring Responsibility: City of Emeryville Planning Department Director and Building Inspector

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Mitigation No-1.3

Description of Measure: The intakes of the ventilation system for the medical office buildings on the Phase I and Future Expansion sites should be designed to guard against the intrusion of traffic noise, especially along 45th Street adjacent to the AC Transit bus facility.

Implementation Procedure: An acoustical engineer will review the selected intakes of the ventilation system for the medical office buildings to ensure that they are designed in a manner that will limit noise intrusion. The building permit applications shall include a

statement from a qualified acoustical engineer that all measures have been incorporated to reduce noise levels to acceptable levels.

Monitoring and Reporting Action:

Prior to issuance of a Certificate of Occupancy for Phase I and Future Expansion, the project acoustical engineer will submit an inspection/monitoring report to the Planning Director verifying that the building design and ventilation system have been constructed and installed in conformance with the Final Development Plan.

Monitoring Responsibility: City of Emeryville Planning Department Director and Building Inspector

Monitoring Schedule:

Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Mitigation No-1.4

Description of Measure:

The parking structures should be designed to reduce noise exposures inside the parking garages on the Phase I and Future Expansion sites.

Implementation Procedure: An acoustical engineer will review the parking garages and building siting to ensure that they are designed in a manner that will limit noise intrusion. The building permit applications for Phase I and Future Expansion shall include a statement from a qualified acoustical engineer that all measures have been incorporated to reduce noise levels to acceptable levels.

Monitoring and Reporting Action:

Prior to issuance of a Certificate of Occupancy for Phase I and for Future Expansion, the project acoustical engineer will submit an inspection/monitoring report to the Planning Director verifying that the parking garages been constructed and installed in conformance with the Final Development Plan.

Monitoring Responsibility: City of Emeryville Planning Department Director and Building Inspector

Monitoring Schedule:

Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Mitigation No-1.5

Description of Measure:

Prior to project approval (or the issuance of construction permits), the applicant should provide an acoustical

assessment to confirm that interior noise levels at the 45th Street medical office buildings would be within acceptable levels.

Implementation Procedure: Follow Implementation Procedure for Monitoring and Reporting measure No-1.1.

Monitoring and Reporting Action: Prior to issuance of a Certificate of Occupancy for Phase I and Future Expansion, the project acoustical engineer will submit an inspection/monitoring report to the Planning Director verifying that the building design, building materials, and window control measures have been constructed and installed in conformance with the Final Development Plan.

Monitoring Responsibility: City of Emeryville Planning Department Director and Building Inspector

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Project-Generated Traffic Noise Impacts - Outdoor Activity Areas - Phase I

Mitigation No-2.1

Description of Measure: Prior to the issuance of construction permits, when building materials have been selected for the medical office buildings, and the design of the structures is confirmed, noise levels will be monitored at the open space area on the Phase I site.

Implementation Procedure: After demolition of the existing structures on the Phase I site and prior to construction of Phase I of the medical center, Kaiser shall conduct monitoring of noise levels in the open space area on the Phase I site to establish the existing noise levels. Upon completion of the Phase I structures, and prior to occupancy, Kaiser shall conduct monitoring of the noise levels in the open space area to measure the attenuation provided by the buildings. If monitoring indicates that the noise levels in this open space area continue to exceed the 55 dB threshold, then one or more of the following mitigation measures would be implemented:

- o Construct a solid fence around the perimeter of the open space area that provides sufficient attenuation to achieve the U.S. EPA's recommended 55 dB exterior noise level.
- o Locate park benches and seating areas in those portions of the open space area that are situated away from the noise source

(i.e., away from the dropoff points off of Park Avenue and 45th Street).

- o Install additional landscaping around the perimeter of the open space area to visually screen noise sources.

Monitoring and Reporting Action:

Prior to issuance of a Certificate of Occupancy, the project acoustical engineer will submit an inspection/monitoring report to the Planning Director verifying that acceptable noise levels have been achieved in the medical center outdoor activity area, and identifying the addition of any other noise control measures.

Planning Director or designated representative to inspect outdoor activity area if additional noise control measures installed on the site.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I.

Project-Generated Traffic Noise Impacts - Outdoor Activity Areas - Future Expansion

Mitigation No-3

Description of Measure:

The mitigation measures implemented in Phase I would also be implemented on the Phase I site, in the Future Expansion phase, to mitigate noise levels at outdoor activity areas on the hospital site.

Implementation Procedure: Follow procedure for Monitoring and Reporting No-2.1.

Monitoring and Reporting Action:

Implement Monitoring and Reporting Actions specified in No-2.1.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for the Future Expansion phase.

Construction Period Impacts - Phase I and Future Expansion

Mitigation No-4.1

Description of Measure:

A Construction Mitigation Plan should be developed prior to construction approval.

Implementation Procedure: Kaiser would submit a Construction Staging and Traffic Handling Plan to establish methods for addressing construction-related impacts to adjacent properties and businesses, as described in the Implementation Procedure for Cir-52.1.

In addition to developing the Construction Staging and Traffic Handling Plan, Kaiser will incorporate the relevant provisions of this plan into the contracts with each of the construction contractors.

Monitoring and Reporting Action:

Review Construction Staging and Traffic Handling Plan to determine that methods of addressing construction-related noise impacts to adjacent properties and businesses are adequate.

Periodically inspect construction activity.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to commencing construction on the Phase I and Future Expansion sites.

Mitigation No-4.2

Description of Measure:

For construction on the Future Expansion site north of 45th Street, the Construction Mitigation Plan should provide for the construction of temporary wooden noise barrier walls to shield residents at the Emery Bay Village from the noise emissions of stationary construction equipment— wherever the use of barriers would be feasible.

Implementation Procedure: Implement Implementation Procedure for Monitoring and Reporting measure No-4.1 in the Future Expansion phase.

Monitoring and Reporting Action:

Review Construction Staging and Traffic Handling Plan to determine that methods of addressing construction-related noise impacts to adjacent properties and businesses are adequate.

Periodically inspect construction activity.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to commencing construction on the Future Expansion site.

Mitigation No-4.3

Description of Measure:	The plan should also include a limitation on construction hours (i.e., 7:00 a.m. to 7:00 p.m.) and a similar limitation on the hours of truck deliveries.
Implementation Procedure:	Follow procedures for Monitoring and Reporting measure No-4.1.
Monitoring and Reporting Action:	Review Construction Staging and Traffic Handling Plan to determine that methods of addressing construction-related noise impacts to adjacent properties and businesses are adequate.
	Periodically inspect construction activity.
Monitoring Responsibility:	City of Emeryville Planning Department Director
Monitoring Schedule:	Prior to beginning construction on the Phase I and Future Expansion sites.

Mitigation No-4.4

Description of Measure:	Under the Construction Mitigation Plan, contractors should be required to use "new technology" power construction equipment with state-of-the-art noise shielding and muffling devices.
Implementation Procedure:	Follow procedures for Monitoring and Reporting measure No-4.1.
Monitoring and Reporting Action:	Review Construction Staging and Traffic Handling Plan to determine that methods of addressing construction-related noise impacts to adjacent properties and businesses are adequate.
	Periodically inspect construction activity.
Monitoring Responsibility:	City of Emeryville Planning Department Director
Monitoring Schedule:	Prior to commencing construction on the Phase I and Future Expansion sites.

Mitigation No-4.5

Description of Measure:	As part of the Construction Mitigation Plan, the contractor should schedule construction activities in shifts to avoid high
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noise levels caused by simultaneously operating several pieces of noise-generating equipment, to the extent feasible.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure No-4.1.

Monitoring and

Reporting Action:

Review Construction Staging and Traffic Handling Plan to determine that methods of addressing construction-related noise impacts to adjacent properties and businesses are adequate.

Periodically inspect construction activity.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to commencing construction on the Phase I and Future Expansion sites.

GEOLOGY AND SEISMICITY (pp. 215-220)

Geologic and Soils Impacts - Phase I and Future Expansion

Mitigation Geo-1.1

Description of Measure: The building foundations on the Phase I and Future Expansion sites should be designed to distribute the maximum anticipated loads in a manner that adequately addresses differential settlement.

Implementation Procedure: All mitigation measures will be implemented in accordance with the recommendations contained in the *Geologic/Seismic Hazards Evaluation* and the *Geotechnical Engineering Study for the New Hospital Building* for the Kaiser Permanente Medical Center prepared by Woodward-Clyde Consultants in August, 1994. Prior to approval of the building permits, any additional foundation and geotechnical reports will be submitted for review and approval to the Director of Public Works.

The project Geotechnical Engineer would observe and test the site grading and foundation construction, as necessary, to determine compliance with the recommendations of the geotechnical report. The Geotechnical Engineer would review each proposed building location to verify the appropriate building foundation type and depth, based upon the soil and geologic conditions after grading.

Monitoring and Reporting Action:

Department of Public Works representatives will inspect the site to ensure that the mitigation is implemented in conformance with the recommendations of the required geologic and geotechnical investigation, and in accordance with the Uniform Building Code.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Mitigation Geo-1.2

Description of Measure:

Exploratory borings and laboratory testing should be conducted prior to foundation design. The foundation designs for the proposed buildings would address the characteristics of the existing soil and geotechnical conditions of the project site.

Implementation Procedure: Follow procedures for Mitigation Measure Geo-1.1.

Monitoring and Reporting Action:

Implement Monitoring and Reporting Actions in Geo-1.1.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Groundwater Impacts - Phase I and Future Expansion

Mitigation Geo-2.1

Description of Measure:

Subsurface drainage and other appropriate waterproofing systems may be appropriate mitigation to control the effects of shallow groundwater on subsurface construction.

Implementation Procedure: All mitigation measures will be implemented in accordance with the recommendations contained in the *Geologic/Seismic Hazards Evaluation* and the *Geotechnical Engineering Study for the New Hospital Building* for the Kaiser Permanente Medical Center prepared by Woodward-Clyde Consultants in August, 1994. Prior to approval of the building permits, any reports identifying subsurface drainage and other appropriate waterproofing systems will be submitted for review and approval to the Director of Public Works.

The project Geotechnical Engineer would inspect the site groundwater conditions and waterproofing systems installed on the site, as necessary, to determine compliance with the recommendations of the geotechnical report.

Monitoring and Reporting Action:

Department of Public Works representatives would inspect the site to ensure that the mitigation is implemented in conformance with the recommendations of the required geologic and geotechnical investigation, and in accordance with the Uniform Building Code.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Mitigation Geo-2.2

Description of Measure: Dewatering of the foundation excavation areas may be required during subsurface construction-related activities on the Phase I and Future Expansion sites.

Implementation Procedure: Follow procedures for Mitigation Measure Geo-2.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Actions in Geo-2.1.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Seismic Hazards - Phase I and Future Expansion

Mitigation Geo-3.1

Description of Measure: Prior to issuance of building permits, a site specific geotechnical and foundation investigation should be prepared on the Phase I and Future Expansion sites. The specific recommendations would be incorporated into the project design.

Implementation Procedure: The *Geologic/Seismic Hazards Evaluation* and the *Geotechnical Engineering Study for the New Hospital Building* for the Kaiser Permanente Medical Center prepared by Woodward-Clyde Consultants in August, 1994 is on file with the City of Emeryville Planning Department, and is hereby incorporated by reference. With regard to seismic safety, the

evaluation and study contain the results of exploration soil borings, cone penetration testing, and laboratory testing; a discussion seismic conditions and a seismic hazards analysis; and recommendations for addressing identified geotechnical conditions.

All mitigation measures will be implemented in accordance with the recommendations contained in the *Geologic/Seismic Hazards Evaluation* and the *Geotechnical Engineering Study for the New Hospital Building* for the Kaiser Permanente Medical Center prepared by Woodward-Clyde Consultants in August, 1994. Prior to approval of the building permits, any additional foundation and geotechnical reports will be submitted for review and approval to the Public Works Director.

The project Geotechnical Engineer would observe and test the site grading and foundation construction, as necessary, to determine compliance with the recommendations of the geotechnical report. The Geotechnical Engineer would review each proposed building location to verify the appropriate building foundation type and depth, based upon the soil and geologic conditions after grading.

Monitoring and Reporting Action:

Department of Public Works representatives will inspect the site to ensure that the mitigation is implemented in conformance with the recommendations of the required geologic and geotechnical investigation, and in accordance with the Uniform Building Code.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule:

Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Mitigation Geo-3.2

Description of Measure:

Exploratory borings should be conducted to define the depth and extent of sand and silt layers that may have the potential for liquefaction. If liquefaction potential is confirmed, mitigation measures would include:

- o the use of stone columns to dissipate high pore pressures, and/or
- o placement of the structures on piles which extend a sufficient depth below the base of any potentially liquefiable layers.

Implementation Procedure: Follow procedures for Mitigation Measure Geo-3.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Actions in Geo-3.1.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Mitigation Geo-3.2

Description of Measure: Special structural design measures, including base isolation and extensive cross bracing of load-bearing walls should be incorporated into the hospital design on the Phase I site to ensure that the hospital remains functional under the most severe ground shaking effects that are anticipated.

Implementation Procedure: Follow procedures for Mitigation Measure Geo-3.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Actions in Geo-3.1.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for the hospital.

Mitigation Geo-3.4

Description of Measure: The project design should adhere to applicable building and fire code standards for building design, construction, materials, and non-structural features, which would mitigate potential impacts.

Implementation Procedure: Follow procedures for Mitigation Measure Geo-1.1 and Geo-3.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Actions in Geo-1.1 and Geo-3.1.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for Phase I and the Future Expansion phase.

Mitigation Geo-3.5

Description of Measure: The report and building design submittal and review prescribed in the Hospital Seismic Safety Act would ensure

that the hospital is designed to withstand anticipated seismic loads, and remain functional during and after an earthquake.

Implementation Procedure: Follow procedure for Mitigation Measure Geo-1.1 and Geo-3.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Actions in Geo-1.1 and Geo-3.1.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for the hospital in Phase I.

Mitigation Geo-3.6

Description of Measure: Plan checking, permit issuance, and construction inspections conducted by State agencies, (Office of Statewide Health Planning and Development and California Department of Conservation, Division of Mines and Geology), would ensure that the proposed medical center is constructed in accordance with applicable codes.

Implementation Procedure: Kaiser will arrange for the Office of Statewide Health Planning and Development and California Department of Conservation, Division of Mines and Geology to conduct plan checking, permit issuance, and construction inspections.

Monitoring and Reporting Action: Kaiser will be responsible for submitting reports/approvals issued by each of these State agencies to the Emeryville Planning Department.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to approval of the Certificate of Occupancy for the hospital in Phase I.

FLOODING, DRAINAGE, AND WATER QUALITY (pp. 221-225)

Flooding and Drainage Impacts - Future Expansion

Mitigation Hydro-3.1

Description of Measure: Field observations should be conducted as part of the preparation of a grading and drainage plan to verify the location of the existing culvert under the Future Expansion site.

Implementation Procedure: Field observations will be conducted by the Project Engineer to verify the location of the existing culvert under the Future Expansion site and to confirm the existing and projected storm runoff flows. The Project Engineer will submit the results of the surveys to the Director of Public Works for review and approval.

Monitoring and Reporting Action:

Director of Public Works would review and approve the survey results. The Director would also review the Final Development Plan to ensure that the project has been designed in a manner that avoids or limits the impacts to the existing culvert. Any revisions to the Final Development Plan that occur as a result of the survey findings will be subject to the review and approval of the Public Works Director and Planning Director.

Monitoring Responsibility: City of Emeryville Public Works Department Director/ Planning Department Director

Monitoring Schedule: Prior to approval of the grading permit for Phase I and the Future Expansion phase.

Mitigation Hydro-3.2

Description of Measure: If necessary, the medical center should be designed to avoid impacts to the existing culvert that crosses under the Future Expansion site.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure Hydro-3.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action Hydro-3.1.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to approval of the grading permit for the Future Expansion phase.

Water Quality Impacts - Phase I and Future Expansion

Mitigation Hydro-4.1

Description of Measure: Phase I and Future Expansion of the medical center should be required to conform to the Nonpoint Source Control Program.

Implementation Procedure: To conform to the Nonpoint Source Control Program, the Project Engineer would prepare the following plans and forms: Erosion Control Plan, Grading and Drainage Plans,

a National Pollutant Discharge Elimination System (NPDES) General Permit including, Notice of Intent to Construct application and a Storm Water Pollution Prevention Plan.

Erosion Control Plan

The Project Engineer would develop and implement an Erosion Control Plan, subject to the approval of the Department of Public Works, prior to obtaining a grading permit for Phase I and the Future Expansion phase. This plan would identify the locations of temporary erosion control measures for construction.

Grading and Drainage Plans

The Project Engineer would prepare final grading and drainage plans prior to obtaining a grading permit for each phase of development, subject to review and approval of the Public Works Director. The Director of Public Works will review the project grading and drainage plans to determine that they conform to the provisions of the National Pollutant Discharge Elimination System (NPDES) General Permit requirements and Nonpoint Source Program. In addition, the Director of Public Works would review the post-construction mitigation measures to confirm that they conform to the NPDES General Permit requirements.

NPDES General Permit

The Project Engineer would be responsible for completing the Notice of Intent to Construct application; developing the Storm Water Pollution Prevention Plan (SWPPP); and fulfilling the General Permit's Monitoring Program and Reporting requirements. These items would be filed with the State Water Resources Control Board prior to initiation of construction activities.

The Project Engineer would provide the following information in the Notice of Intent to Construction application: owner's name and address; construction site information; billing address; and receiving water information.

The Project Engineer would prepare an SWPPP that identifies the pollutant sources and prevention measures; establishes an implementation schedule for construction; identifies erosion and sediment control measures; and contains provisions to eliminate or reduce the discharge of materials other than storm water to the storm main system and/or receiving

waters. In addition, post-construction storm water management measures will be described, including: waste management controls, maintenance, inspection, and repair. Maps, lists of contractors, identification of public access, and other items required by the State Water Resources Control Board will be furnished as part of the SWPPP.

The Project Engineer would implement the General Permit's Monitoring Program that consists of regular inspections by a qualified hydrologist before and after storm events to certify that the discharger complies with the General Permit and the SWPPP. The Project Engineer, on behalf of the applicant, would be required to annually certify that the construction activity complies with the requirements of the General Permit and the SWPPP. Records of all inspections, compliance certificates, and non-compliance reporting would be retained by the Project Engineer for at least three years. (Note: the State Water Resources Control Board does not require the submission of these records.)

Monitoring and Reporting Action:

Director of Public Works would review and approve the Erosion Control Plan, Grading Plan, and Drainage Plan.

Kaiser would provide a copy of the NPDES General Permit application and accompanying documents that are submitted to the State Water Resources Control Board, to the Director of Public Works.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the grading permit for Phase I and Future Expansion.

Mitigation Hydro-4.2

Description of Measure:

To reduce water quality impacts during construction, Phase I and the Future Expansion phase for the proposed project should include an erosion control plan as a part of the required SWPPP, to be updated each year as construction changes.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure Hydro-4.1.

Monitoring and Reporting Action:

Implement Monitoring and Reporting Action Hydro-4.1.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to approval of the grading permit for Phase I and the Future Expansion phase.

Mitigation Hydro-4.3

Description of Measure: To address long-term water quality impacts, the project applicant should implement permanent (post-construction) controls.

Implementation Procedure: Follow procedure for Monitoring and Reporting measure Hydro-4.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action Hydro-4.1.

Monitoring Responsibility: City of Emeryville Public Works Director

Monitoring Schedule: Prior to approval of the grading permit for Phase I and the Future Expansion phase.

SOIL AND GROUNDWATER CONTAMINATION CLEANUP (pp. 226-230)

Potential Impacts of Medical Center Construction - Phase I

Mitigation Soil-1.1

Description of Measure: Soil and groundwater remediation would be conducted in accordance with federal, state, regional and local regulatory agency requirements.

Implementation Procedure: Soil remediation will be conducted by removing soils by truck to an off-site location for treatment or by treating the soil on-site in accordance with the remediation plans developed for each of the subject properties within the project area, and approved by the appropriate federal, state, regional, and local regulatory agencies.

Groundwater contamination will be remediated by a "pump and treat" system. Water will be pumped from the ground into treatment units (i.e., canisters of granulated carbon) that will clean the water prior to discharge into the storm drainage or sanitary sewer system. Alternatively, if the concentration of pollutants is relatively low, East Bay Municipal Utility District may permit the groundwater to be discharged directly into the sanitary sewer.

Monitoring and Reporting Action:

Kaiser will obtain documentation from the appropriate federal, state, regional, and local regulatory agencies that all remediation has been performed in accordance with their

requirements, and in a manner sufficient to allow grading and construction activities on the site.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to approval of the grading permit for Phase I.

Mitigation Soil-1.2

Description of Measure: Closure plans would be prepared prior to the removal of any underground storage tanks. In addition, permits would be obtained from the Fire Marshall for the removal of the tanks, in accordance with the City of Emeryville regulations.

Implementation Procedure: Prior to issuance of a grading permit for the project site, the Project Environmental Engineer will submit verification to the Director of Planning that the underground fuel tanks have been removed in conformance with the City of Emeryville regulations. The Project Environmental Engineer will submit a report indicating the results of any additional subsurface testing associated with the removal of the underground fuel storage tanks.

Monitoring and Reporting Action: Obtain verification that the removal of the underground fuel tanks conformed to the City of Emeryville regulations. Obtain the reports prepared for additional subsurface testing.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to approval of the grading permit for Phase I.

Potential Impacts of Medical Center Construction - Future Expansion

Mitigation Soil-2

Description of Measure: As in Phase I, the Future Expansion phase would also require conformance to federal, state, regional, and local regulations. Therefore, mitigation measures Soil-1.1 and Soil-1.2 would also be implemented in the Future Expansion phase.

Implementation Procedure: Follow procedure for Monitoring and Reporting measures Soil-1.1 and Soil-1.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in Soil-1.1 and Soil-1.2.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to approval of the grading permit for the Future Expansion phase.

HAZARDOUS MATERIALS STORAGE, USE, AND DISPOSAL (pp. 231-239)

Exposure to Hazardous Substances - Phase I and Future Expansion

Mitigation Haz-1.1

Description of Measure: Kaiser would develop and implement a Hazardous Materials Business Plan for Phase I and Future Expansion which is required for all businesses that handle and store hazardous materials.

Implementation Procedure: Kaiser would develop a Hazardous Materials Business Plan consisting of the following sections:

- o *Facility Information* including the number of employees, size of facility, size of the hazardous waste storage areas, and a site map.
- o *Emergency Response Plan and Procedures* that identify the procedures for reporting hazardous materials incidents and for notifying the appropriate party in the event of an accidental spill, release, or threatened release. In addition, this section would contain measures for containing and remediating hazardous materials spills or releases, evacuation measures, emergency response assistance, and medical assistance.
- o *Hazardous Materials Training for Employees* to ensure that all employees are familiar with the Hazardous Materials Business Plan and the procedures that should be implemented in the event of a hazardous materials incident.

Monitoring and Reporting Action:

The City of Emeryville Planning Department Director and Fire Chief would review and approve the Hazardous Materials Business Plan. The Planning Department Director and Fire Chief would review the Preliminary and Final Development Plans for Phase I and Future Expansion to verify that suitable facility design and construction for the storage of hazardous materials have been incorporated into the project.

Monitoring Responsibility: City of Emeryville Planning Department Director and Emeryville Fire Chief

Monitoring Schedule:

Hazardous Materials Business Plan would be approved prior to approval of the Occupancy Permit for Phase I and the Future Expansion phase.

Preliminary and Final Development Plans would be reviewed and approved prior to approval of the Preliminary and Final Development Plans for Phase I and Future Expansion.

UTILITIES AND URBAN SERVICES (pp. 240-257)

Storm Drainage Impacts - Phase I

Mitigation Util-1.1

Description of Measure: Prior to construction of Phase I, the project engineers would submit calculations of projected runoff flows to ensure that Phase I would not exceed sub-basin standards.

Implementation Procedure: Field observations and hydraulic calculations will be conducted by the Project Engineer to verify the projected storm runoff flows. The Project Engineer will submit the results of the surveys to the Director of Public Works for review and approval.

Monitoring and Reporting Action: Director of Public Works would review and approve the observations and calculations, and to confirm that the project would not exceed sub-basin standards.

Monitoring Responsibility: City of Emeryville Public Works Department Director/Planning Department Director

Monitoring Schedule: Prior to approval of the grading permit for Phase I.

Mitigation Util-1.2

Description of Measure: Streets and parking lots should be graded to prevent ponding of water during and after construction in Phase I. Street and curbs should be designed to route surface runoff to existing storm drain inlets or to properly engineered new storm drains.

Implementation Procedure: The Project Engineer would prepare Grading and Drainage Plans that indicate the manner in which streets and parking lots would be graded to prevent ponding of water during and after construction. The Grading and Drainage Plans would also depict the design of street and curbs to route surface runoff to existing storm drain inlets or to properly engineered new storm drains.

Monitoring and Reporting Action: The Project Engineer would prepare final grading and drainage plans prior to obtaining a grading permit for each phase of development, subject to review and approval of the Public Works Director.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the grading permit for Phase I.

Mitigation Util-1.3

Description of Measure: The existing storm drain system to Temescal Creek should be retrofitted or replaced to assure a problem-free drainage system. Storm lines in Park Avenue, Hollis Street and on-site would be improved.

Implementation Procedure: The Project Engineer would prepare Grading and Drainage Plans that indicate the manner in which the existing storm drain system to Temescal Creek would be retrofitted or replaced to assure a problem-free drainage system. The Grading and Drainage Plans would also identify the storm lines in Park Avenue, Hollis Street and on-site that would be improved.

Monitoring and Reporting Action: Director of Public Works would review and approve the improvements to the storm drainage system.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the grading permit for Phase I.

Storm Drainage Impacts - Future Expansion

Mitigation Util-1.1 - Util-1.3

Description of Measure: Implement mitigation measures Util-1.1 to Util-1.3 in the Future Expansion phase.

Implementation Procedure: Follow procedures for Mitigation Monitoring and Reporting measures Util-1.1 to Util-1.3.

Monitoring and Reporting Action: Implement Monitoring and Reporting Actions Util-1.1 to Util-1.3.

Monitoring Responsibility: City of Emeryville Public Works Department Director/Planning Department Director

Monitoring Schedule: Prior to approval of the grading permit for Future Expansion

Sanitary Sewer Service Impacts - Phase I

Mitigation Util-2.1

Description of Measure: All sanitary sewer lines that are installed by the project would provide adequate capacity to convey wastewater generated by the project.

Implementation Procedure: The Project Engineer would prepare Grading and Drainage Plans that identify the locations of all of the sanitary sewer lines that are replaced, reconstructed, or installed by the project, where necessary. These lines may include:

- o Lines and all laterals on Park Avenue from San Pablo to Halleck Street.
- o Lines and laterals on 45th Street from San Pablo Avenue to Doyle Street.
- o Lines and laterals on Doyle Street from 45th Street to 47th Street.
- o Lines and laterals near the spur track to Temescal Creek.

Monitoring and Reporting Action:

Director of Public Works would review and approve the improvements to the sanitary sewer system and to confirm that the system provides adequate capacity to convey wastewater generated by the project.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the grading permit for Phase I.

Sanitary Sewer Service Impacts - Future Expansion

Mitigation Util-2.2

Description of Measure: Lines and all laterals would be replaced or reconstructed on Park Avenue from San Pablo to Halleck Street.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure Util-2.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in Util-2.1.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the grading permit for the Future Expansion phase.

Mitigation Util-2.3

Description of Measure: Lines and laterals on 45th Street from San Pablo Avenue to Doyle Street would be replaced or reconstructed.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure Util-2.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in Util-2.1.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the grading permit for the Future Expansion phase.

Mitigation Util-2.4

Description of Measure: Lines and laterals on Doyle Street from 45th Street to 47th Street would be replaced or reconstructed.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure Util-2.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in Util-2.1.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the grading permit for the Future Expansion phase.

Mitigation Util-2.5

Description of Measure: Lines and laterals near the spur track to Temescal Creek would be replaced or reconstructed.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure Util-2.1.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in Util-2.1.

Monitoring Responsibility: City of Emeryville Public Works Department Director

Monitoring Schedule: Prior to approval of the grading permit for the Future Expansion phase.

Water Service Impacts - Phase I

Mitigation Util-3.1

Description of Measure: The proposed project would incorporate water conservation measures into the design of the proposed medical center buildings.

Implementation Procedure: The Final Development Plans will identify the water conservation measures that have been into the design of the proposed medical center buildings in Phase I. These measures include the installation of low-flow toilets, sinks, and showers; and the installation of drought-tolerant landscaping. With regard to the installation of drought-tolerant landscaping, a Landscape Plan would be prepared that depicts the types of plantings and irrigation system that would be installed.

Monitoring and Reporting Action: Planning Department Director would review and approve the proposed water conservation measures and the Landscape Plan for Phase I.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to approval of the Final Development Plans for Phase I.

Mitigation Util-3.2

Description of Measure: Project site water lines would be extended to the existing lines in the project vicinity, as necessary, in a manner that ensures that an adequate water distribution system is available to serve Phase I of the project.

Implementation Procedure: The Project Engineer would prepare Grading and Drainage Plans that identify the locations of all of the water lines that are replaced, reconstructed, or installed by the project in Phase I.

Monitoring and Reporting Action: Director of Public Works to review and approve the improvements to the water distribution system and to confirm that the system provides adequate capacity to convey water to the project in Phase I.

Monitoring Responsibility: City of Emeryville Public Works Department Director/East Bay Municipal Utility District

Monitoring Schedule: Prior to approval of the grading permit for Phase I.

Mitigation Util-3.3

Description of Measure: Water line extensions shall be designed in accordance with the City of Emeryville and EBMUD design standards.

Implementation Procedure: Implement Implementation Procedure for Monitoring and Reporting measure Util-3.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in Util-3.2.

Monitoring Responsibility: City of Emeryville Public Works Department Director/East Bay Municipal Utility District

Monitoring Schedule: Prior to approval of the grading permit for Phase I.

Water Service Impacts - Future Expansion

Mitigation Util-3.1

Description of Measure: The proposed project would incorporate water conservation measures into the design of the proposed medical center buildings in the Future Expansion phase.

Implementation Procedure: The Final Development Plans will identify the water conservation measures that have been included into the design of the proposed medical center buildings in the Future Expansion phase. These measures include the installation of low-flow toilets, sinks, and showers; and the installation of drought-tolerant landscaping. With regard to the installation of drought-tolerant landscaping, a Landscape Plan would be prepared that depicts the types of plantings and irrigation system that would be installed.

Monitoring and Reporting Action: Planning Department Director would review and approve the proposed water conservation measures and the Landscape Plan for Future Expansion.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to approval of the Final Development Plans for the Future Expansion phase.

Mitigation Util-3.2

Description of Measure:	Project site water lines would be extended to the existing lines in the project vicinity, as necessary, in a manner that ensures that an adequate water distribution system is available to serve the Future Expansion phase.
Implementation Procedure:	The Project Engineer would prepare Grading and Drainage Plans that identify the locations of all of the water lines that are replaced, reconstructed, or installed by the project in the Future Expansion phase.
Monitoring and Reporting Action:	Director of Public Works to review and approve the improvements to the water distribution system and to confirm that the system provides adequate capacity to convey water to the project in the Future Expansion phase.
Monitoring Responsibility:	City of Emeryville Public Works Department Director/East Bay Municipal Utility District
Monitoring Schedule:	Prior to approval of the grading permit for Future Expansion.

Mitigation Util-3.3

Description of Measure:	Water line extensions shall be designed in accordance with the City of Emeryville and EBMUD design standards.
Implementation Procedure:	Implement Implementation Procedure for Monitoring and Reporting measure Util-3.2.
Monitoring and Reporting Action:	Implement Monitoring and Reporting Action specified in Util-3.2.
Monitoring Responsibility:	City of Emeryville Public Works Department Director/East Bay Municipal Utility District
Monitoring Schedule:	Prior to approval of the grading permit for Future Expansion.

Solid Waste Impacts - Phase I

Mitigation Util-4.1

Description of Measure:	Submit a waste reduction/recycling plan designed to achieve a minimum of 50 percent diversion/recycling of solid waste.
Implementation Procedure:	Prior to demolition activities on the Phase I site, Kaiser would prepare a Construction Waste Reduction and Recycling Plan that would describe the methods Kaiser construction

contractors would implement to divert construction and demolition debris from requiring disposal.

For the medical center operations, Kaiser would prepare a Waste Reduction and Recycling Plan that would describe the methods Kaiser would implement in order to achieve a 50 percent rate for diversion/recycling of solid waste.

The Final Development Plans would identify the general locations of waste recycling collection facilities within the hospital and medical office buildings on the Phase I site.

Monitoring and Reporting Action:

The City of Emeryville's Waste Diversion Technical Assistance Program Director would review the Waste Reduction and Recycling Plan and Construction Waste Reduction and Recycling Plan to verify that they would be consistent with the City of Emeryville Source Reduction and Recycling Element.

Kaiser would submit annual monitoring reports, subject to review and approval by the Waste Diversion Technical Assistance Program Director, that would indicate the percentage of solid waste that was diverted/recycled for each year of the medical center operations.

Monitoring Responsibility: City of Emeryville Waste Diversion Technical Assistance Program Director

Monitoring Schedule: Prior to approval of the Occupancy Permit for Phase I.

Solid Waste Impacts - Future Expansion

Mitigation Util-4.1

Description of Measure: Submit a waste reduction/recycling plan designed to achieve a minimum of 50 percent diversion/recycling of solid waste in the Future Expansion phase.

Implementation Procedure: Prior to demolition activities in the Future Expansion phase, Kaiser would prepare a Construction Waste Reduction and Recycling Plan that would describe the methods Kaiser construction contractors would implement to divert construction and demolition debris from requiring disposal.

For the medical center operations, Kaiser would prepare a Waste Reduction and Recycling Plan that would describe the methods Kaiser would implement in order to achieve a 50 percent rate for diversion/recycling of solid waste.

The Final Development Plans would identify the general locations of waste recycling collection facilities within the hospital and medical office buildings for the Future Expansion phase.

Monitoring and Reporting Action:

The City of Emeryville's Waste Diversion Technical Assistance Program Director would review the Waste Reduction and Recycling Plan and Construction Waste Reduction and Recycling Plan to verify that they would be consistent with the City of Emeryville Source Reduction and Recycling Element.

Kaiser would submit annual monitoring reports, subject to review and approval by the Waste Diversion Technical Assistance Program Director, that would indicate the percentage of solid waste that was diverted/recycled for each year of the medical center operations.

Monitoring Responsibility: City of Emeryville Waste Diversion Technical Assistance Program Director

Monitoring Schedule: Prior to approval of the Occupancy Permit for Future Expansion.

Electric Power, Gas, and Telephone Services Impacts - Phase I and Future Expansion

Mitigation Util-5.1

Description of Measure: The project would pay a Utility User Tax to offset the cost of providing electricity and natural gas services to the project.

Implementation Procedure: Kaiser and the City of Emeryville, through the Development Agreement, would arrange the cost reimbursement procedures and schedule of funding.

Monitoring and Reporting Action:

The City of Emeryville City Manager would review and approve the funding contribution arrangements.

Monitoring Responsibility: City of Emeryville City Manager

Monitoring Schedule: Prior to approval of the Final Development Plans for Phase I.

Schools Impacts - Phase I and Future Expansion

Mitigation Util-8.1

Description of Measure: Kaiser, as part of the development agreement negotiations, will contribute \$20,000 per year to the Emeryville Higher

Education Fund or to another school fund that directly benefits the city's public school system.

Implementation Procedure: Kaiser and the City of Emeryville, through the Development Agreement, would arrange the cost reimbursement procedures and schedule of funding.

Monitoring and Reporting Action: The City of Emeryville City Manager would review and approve the funding contribution arrangements.

Monitoring Responsibility: City of Emeryville City Manager

Monitoring Schedule: Prior to approval of the Final Development Plans for Phase I.

HISTORIC AND CULTURAL RESOURCES (pp. 258-277)

Prehistoric and Historic Archaeological Resources Impacts - Phase I

Mitigation CR-1.1

Description of Measure: Additional archival research should be conducted for the project area that focuses on the structures previously present in the project area in the 1850s, the residences and businesses in the area from 1880-1910, and the Chinese gambling facilities, restaurants, etc., in the 1920s. This archival information shall be used in the formulation of an archaeological testing program.

Implementation Procedure: Kaiser shall retain a qualified archaeologist who will conduct subsequent archival research prior to developing the archaeological monitoring program described in CR-1.2. The archaeologist will then prepare a report summarizing the findings of the archival search, and will submit an archaeological testing plan.

Monitoring and Reporting Action: The Emeryville Planning Department Director will review the archival report prior and testing program prior to beginning construction on the Phase I site.

Monitoring Responsibility: City of Emeryville Planning Department Director

Monitoring Schedule: Prior to approval of the demolition permit for Phase I.

Mitigation CR-1.2

Description of Measure: Formulate and implement an auguring program for the project site.

Implementation Procedure: During construction and subsurface activities, a program of archaeological monitoring will be implemented for the specific locations identified in the mitigation measures, including areas of proposed soil and groundwater remediation. A report will be prepared documenting the proposed program of archaeological monitoring.

In the event of discovery, the qualified archaeological monitor will have the authority to relocate the equipment until the find is examined. If the find is determined to be significant, and merits formal recordation or data collection, time and funding will be provided by the developer to salvage the material. Any archaeologically important data recovered during monitoring shall be cleaned, catalogued, and analyzed, with the results presented by a qualified archaeologist in a report of findings which meets professional standards. This report will be submitted to the Director of Planning. Significant artifacts collected during monitoring shall be curated in an accepted collections facility. Prior to curation, security measures will be implemented to ensure that discovered resources are protected.

Monitoring and Reporting Action:

The Emeryville Planning Department Director will review the monitoring program report prior to Kaiser obtaining a demolition permit for Phase I. The Planning Director will review and approve the report of findings submitted by the archaeologist after monitoring has been completed.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: Review monitoring program report prior to construction commencing on the Phase I site. Review subsequent reports upon submission by the archaeologist.

Mitigation CR-1.3

Description of Measure: Formulate and implement a backhoe or other appropriate testing program in the southwest and northeastern quadrants of the Phase I site.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure CR-1.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in CR-1.2.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: As specified in Monitoring and Reporting CR-1.2.

Mitigation CR-1.4

Description of Measure: Conduct backhoe or other subsurface testing in the area of the former Emery home site and grounds to locate and identify potentially significant foundations, basement contents, trash and privy deposits, and other cultural materials.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure CR-1.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in CR-1.2.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: As specified in Monitoring and Reporting CR-1.2.

Mitigation CR-1.5

Description of Measure: Formulate and implement a general archaeological monitoring plan.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure CR-1.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in CR-1.2.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: As specified in Monitoring and Reporting CR-1.2.

Mitigation CR-1.6:

Description of Measure: Maintain coordination between the archaeologist and other consultants, such as those involved in toxic testing and remediation, to avoid unnecessary destruction of data through unmonitored excavation for toxic remediation.

Implementation Procedure: Follow procedure for Monitoring and Reporting measure CR-1.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in CR-1.2.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: As specified in Monitoring and Reporting CR-1.2.

Mitigation CR-1.7

Description of Measure: The spoils from the area excavated in 1992 at the corner of Hollis Street and Park Avenue should be examined by an archaeologist for evidence of Gold Rush occupation or other cultural resources.

Implementation Procedure: Follow procedure for Monitoring and Reporting measure CR-1.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in CR-1.2.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: As specified in Monitoring and Reporting CR-1.2.

Mitigation CR-1.8

Description of Measure: Under no circumstances should the land owner, project sponsor, contractor, or other interested parties give permission to or tolerate artifact collection or excavation by anyone, other than a qualified archaeologist.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure CR-1.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in CR-1.2.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: As specified in Monitoring and Reporting measure CR-1.2.

Mitigation CR-1.9

Description of Measure: A security system should be installed, if demolition or excavation activities reveal evidence of significant archaeological resources, including trash deposits.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure CR-1.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in CR-1.2.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: As specified in Monitoring and Reporting measure CR-1.2.

Mitigation CR-1.10

Description of Measure: Results of any testing procedures, monitoring, and other mitigation measures, should be analyzed and presented in a report of findings by a qualified archaeologist.

Implementation Procedure: Follow procedures for Monitoring and Reporting measure CR-1.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in CR-1.2.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: As specified in Monitoring and Reporting measure CR-1.2.

Prehistoric and Historic Archaeological Resources Impacts - Future Expansion

Mitigation CR-2

Description of Measure: The mitigation measures outlined above for Phase I should be implemented in the Future Expansion phase in order to mitigate potentially significant impacts to a less than significant level.

Implementation Procedure: Follow procedures for Monitoring and Reporting measures CR-1.1 and CR-1.2.

Monitoring and Reporting Action: Implement Monitoring and Reporting Action specified in CR-1.1 and CR-1.2.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: As specified in Monitoring and Reporting measures CR-1.1 and CR-1.2 as applied to the Future Expansion phase.

Historic Resources Impacts - Phase I

Mitigation CR-3.1

Description of Measure: Incorporate some or all of the Del Monte Plant #35 front elevation on Park Avenue.

Implementation Procedure: The Preliminary and Final Development Plans submitted for Phase I will reflect the incorporation of any portion of the Del Monte Plant #35 building that has been included in the project.

Monitoring and Reporting Action:

Review the Preliminary and Final Development Plans for compliance with this mitigation measure.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule:

Prior to approval of the Preliminary and Final Development Plans for Phase I by City Council.

Mitigation CR-3.2

Description of Measure:

Prior to demolition of all or part of Del Monte Plant #35, the building should be documented according to Historic American Building Survey (HABS) standards.

Implementation Procedure: Kaiser shall retain a qualified architectural historian to conduct a Historic American Building Survey (HABS) of the Del Monte Plant #35. The HABS would include archival quality, large format photographs of the exterior and interior of the building. Kaiser would be responsible for donating copies of the documentation with original photo negatives to a major public historical archive, such as the Bancroft Library at the University of California, Berkeley, or the Oakland History Room in the Oakland Main Library. Alternatively, the HABS documentation would be displayed on the project site.

Monitoring and Reporting Action:

The architectural historian will submit a letter to the Planning Director indicating that the HABS was completed for the Del Monte Building, and stating the ultimate display location for the HABS.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule:

Prior to approval of the demolition permit for the Del Monte Plant #35.

Mitigation CR-4.1

Description of Measure:

The design of the massing and materials of the "liner" buildings on the Phase I site should be compatible with the design and materials that characterize the surrounding historic structures.

Implementation Procedure:	The Preliminary and Final Development Plans submitted for Phase I will reflect that the design and materials of the "liner" buildings are compatible with the surrounding historic structures.
Monitoring and Reporting Action:	Review the Preliminary and Final Development Plans for compliance with this mitigation measure.
Monitoring Responsibility:	City of Emeryville Planning Director
Monitoring Schedule:	Prior to approval of the Preliminary and Final Development Plans for Phase I by City Council.

Historic Resources Impacts - Future Expansion

Mitigation CR-5.1

Description of Measure:	Future Expansion at an alternative location would avoid the demolition of the two buildings at the corner of Hollis and 45th Streets.
Finding:	This measure cannot be implemented as the project is proposed. This mitigation measure will be reconsidered with the submittal of the Final Development Plan for the Future Expansion phase.

Mitigation CR-5.2

Description of Measure:	The front facades of these buildings have an urban design value as part of this area of 1920s industrial buildings. By incorporating the facades of these buildings in the project, with the new buildings set back from the street, the project's significant effects would be reduced.
Implementation Procedure:	The Final Development Plans submitted for the Future Expansion phase will reflect the preservation of any portion of the 1266-1290 45th Street and 4512-4514 Hollis Street buildings that have been incorporated into the project.
Monitoring and Reporting Action:	Review the Preliminary and Final Development Plans for compliance with this mitigation measure.
Monitoring Responsibility:	City of Emeryville Planning Director
Monitoring Schedule:	Prior to approval of the Preliminary and Final Development Plans for the Future Expansion phase by City Council.

Mitigation CR-5.3

Description of Measure: Prior to demolition of all or part of the Hollis and 45th Street buildings, these buildings should be documented according to Historic American Building Survey standards.

Implementation Procedure: Kaiser shall retain a qualified architectural historian to conduct a Historic American Building Survey (HABS) of the 1266-1290 45th Street and 4512-4514 Hollis Street buildings. The HABS would include archival quality, large format photographs of the exterior and interior of the building, and would be submitted to the City. Kaiser would be responsible for donating copies of the documentation with original photo negatives to a major public historical archive, such as the Bancroft Library at the University of California, Berkeley, or the Oakland History Room in the Oakland Main Library. Alternatively, the HABS documentation would be displayed on the project site.

Monitoring and Reporting Action: The architectural historian would submit a letter to the Planning Director indicating that the HABS was completed for the two buildings, and stating the ultimate display location for the HABS.

Monitoring Responsibility: City of Emeryville Planning Director

Monitoring Schedule: Prior to approval of the demolition permit for the 1266-1290 45th Street and 4512-4514 Hollis Street buildings in the Future Expansion phase.

URBAN DESIGN AND VISUAL RESOURCES (pp. 278-291)

Impacts to the Visual Character and Obstruction to Views - Phase I

Mitigation Vis-1.1

Description of Measure: Implement the Kaiser Permanente Medical Center Urban Design Guidelines as adopted by the Emeryville Planning Commission on August 26, 1993. The requirements of the Urban Design Guidelines have been incorporated into the project design.

Implementation Procedure: The Preliminary and Final Development Plans submitted for Phase I will reflect the requirements of the Urban Design Guidelines as specified in the August 26, 1993 City of Emeryville Recommended Urban Design Guidelines for the Kaiser Permanente Medical Center in Emeryville.

Monitoring and Reporting Action:	Review the Preliminary and Final Development Plans for compliance with the Urban Design Guidelines.
Monitoring Responsibility:	City of Emeryville Planning Director
Monitoring Schedule:	Prior to approval of the Preliminary and Final Development Plans for Phase I by City Council.

Impacts to the Visual Character and Obstruction to Views - Future Expansion

Mitigation Vis-2.1

Description of Measure:	Implement the Kaiser Permanente Medical Center Urban Design Guidelines as adopted by the Emeryville Planning Commission on August 26, 1993. The requirements of the Urban Design Guidelines have been incorporated into the project design.
Implementation Procedure:	The Preliminary and Final Development Plans submitted for the Future Expansion phase will reflect the requirements of the Urban Design Guidelines as specified in the August 26, 1993 City of Emeryville Recommended Urban Design Guidelines for the Kaiser Permanente Medical Center in Emeryville.
Monitoring and Reporting Action:	Review the Preliminary and Final Development Plans for compliance with the Urban Design Guidelines.
Monitoring Responsibility:	City of Emeryville Planning Director
Monitoring Schedule:	Prior to approval of the Preliminary and Final Development Plans for the Future Expansion phase by City Council.

Kaiser Permanente Emeryville Medical Center

Draft Recommendations

Transportation Systems Management Program

Revised September 22, 1994

Prepared by

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Kaiser Permanente Emeryville Medical Center

Transportation Systems Management Recommendations

Introduction

The proposed Kaiser Permanente Emeryville Medical Center will have an impact on transportation systems around the project site. The Draft Environmental Impact Report (DEIR) contains provisions for a Transportation System Management (TSM) Program for the project that would reduce freeway and roadway impacts. The DEIR projects a trip reduction rate of 15% resulting from TSM activities. This report contains recommendations that will meet or exceed the 15% reduction when fully implemented.

Kaiser Permanente (KP) is committed to minimizing the traffic impacts of the project. This document, prepared by KP transportation staff, outlines recommended elements of a comprehensive Transportation Systems Management program for the project, which will significantly reduce vehicle trips made by employees, physicians, members, visitors, volunteers, and others who will travel to the site.

KP's commitment to reducing vehicle trips through TSM is a regionwide effort, guided by the following excerpt of a policy adopted in April 1993.

"It is the policy of the Kaiser Permanente Medical Care Program of Northern California to operate a proactive and results-oriented transportation management program. This program applies trip reduction and clean air measures to all activities which result in motor vehicle trips."

A complete copy of the policy is provided as Attachment #2. KP has the resources and experience to design and implement a comprehensive trip reduction program for the Emeryville project. For a description of KP's programs now in place at the Oakland Medical Center, see Attachment #3.

Tailoring a Program for the Emeryville Project

The recommended TSM program features contained in this report are tailored to the opportunities and challenges of the Emeryville project. The key to successful TSM programming is to create the right *mix of strategies* for each site based on certain influencing factors.

Four influencing factors were considered in devising the recommended TSM program:

1. Site characteristics (surrounding density, transit availability, freeway access, level of congestion, parking cost and availability, etc.)

2. Employee characteristics (residential clusters, travel distance, access to transit/rail, work schedule, special transportation needs, etc.)
3. Management support (work hour flexibility, commitment to trip reduction, resource allocation, etc.)
4. Member/visitor characteristics (trip origin, distance, scheduling options, access to transit/rail, etc.)

The program is designed to be applied in a manner that results in the most trip reduction given unique site characteristics. Program elements can be focused on gaining the highest results when most needed. For example, the heaviest traffic is projected to occur during the Friday afternoon peak hours, therefore, alternative work hours for employees can emphasize trip reduction on Friday afternoons. KP will also capitalize on characteristics that represent opportunities, such as the fact that member trips occur predominantly outside the morning peak.

Parking characteristics are considered in the TSM program. Based on data from KP's medical centers with paid parking such as Oakland, the average duration for member parking is one hour and fifteen minutes. The average duration of employee parking is nine hours.

Working with the City and neighboring employers through a Transportation Management Association on promising programs such as a BART shuttle is an important part of KP's planned TSM activities.

Exceeding Mandatory Requirements

Some trip reduction activities are required by air quality and congestion management laws. The City of Emeryville has taken responsibility for implementing Regulation 13 of the Bay Area Air Quality Management District through a local ordinance. This and similar laws focus on reducing morning peak hour employee trips at large employment sites. KP's programs will extend well beyond these requirements, since trips made by members and visitors are a much higher percentage of total trips than employee commute trips. Therefore, the elements outlined in this document comprise a program that will mitigate trips which would not be required through employer mandates.

Mandated trip reduction targets escalate through 1998, and are expressed as the Average Vehicle Ridership (AVR). AVR is the number of employees and physicians who start work between 6:00 and 10:00 am Monday through Friday, divided by the number of vehicles those employees bring to the site. Peak hours for regulatory calculations are twice as long as peak hours used in the trip generation tables in the Draft EIR. Today, the Emeryville average AVR is approximately 1.08, which equates to 108 peak hour employees arriving per every 100 vehicles. The AVR target for 1998 and beyond is 1.35.

At project buildout, there will be an estimated 2,898 employees and physicians subject to the regulation (70% of the projected employee population of 4,140). At the average AVR, these employees would be responsible for 2,683 inbound vehicle trips during the morning (2,898 / 1.08). At the 1998 target of 1.35 AVR, vehicle trips would be reduced to 2,147 (2,898 / 1.35). This is a reduction of 536 inbound trips, 1,072 total daily trips (inbound and outbound), or **3.4%** of the total 31,355 trips at buildout.

Recommendations and Expected Results

Attachment #1 contains a table and description of trip reduction strategies that will be considered by KP. The strategies are designed to work together to achieve trip reduction targets. It is not possible to accurately quantify the trip reduction impact of each strategy independently of the others, however, each strategy has been assigned a level of effectiveness and priority.

The market segments (customers) for KP's TSM program are:

- employee and physician commuters, arriving 6:00 to 10:00 am (regulated trip reduction)
- employee and physician commuters, arriving outside the morning peak
- employees and physicians making non-commute trips (to other KP facilities, lunch time travel, etc.)
- members and visitors traveling to the facility

KP transportation staff estimates that the combined impact of adopting all of the strategies will result in **total trip reduction of 15%**, or a reduction of 4,703 daily trips at buildout. The 15% includes the 3.4% trip reduction that will result from meeting regulatory targets, with non-mandatory efforts resulting in an additional 11.6% trip reduction.

KP can commit to 15% trip reduction for several reasons. First, the two most powerful tools in trip reduction are parking pricing, and financial incentives to use alternatives to the single-occupant car. The strength of these strategies is recognized in the Bay Area Air Quality Management District's Plan Guidance which shows that an employer can comply with Regulation 13 just by offering one or the other (along with a Guaranteed Ride Home program). Each of these elements reduce trips as separate strategies, and together they can account for a high level of trip reduction. These two strategies will be applied to members and visitors as well as to employees.

Second, trip reduction potential is greatly enhanced if the facility is designed in a way that makes the use of transportation alternatives easy, convenient and safe. KP's TSM program includes a number of design features (travel kiosks, bus and shuttle staging areas, shower facilities, etc.) that will attract individuals to carpooling, transit, walking, bicycling, and telecommuting. Again, many of these features are effective in eliminating both member and employee trips.

Third, on site services make it less necessary to have access to a car to go to and from the site, and to make trips during the day. A recent study showed that the most important on site amenities for trip reduction include banking services, a cafeteria, and postal services. KP's program includes these and other services will enhance trip reduction potential.

Closing

Kaiser Permanente can mitigate traffic congestion and air pollution impacts of the project through a comprehensive and well-implemented TSM program. By specifying program elements early in the project planning and approval stages, the facility can include certain design features that will enhance the use of transportation alternatives. Additionally, KP can inform transferring and newly hired employees and physicians of the TSM programs as they assess travel options, and members can be advised of their options as part of the outreach about the new facility. New members can be advised of transportation options as they are oriented to services at the facility.

Attachments

Potential Trip Reduction Strategies

Kaiser Permanente Proposed Emeryville Medical Center

Facility Features	Estimated Start Up Cost	Annual Operating Cost *	Trip Reduction Effectiveness	Priority
Bicycle Maintenance Area	\$1,000	\$500	Med	Med
Bicycle Parking	\$50,000	\$2000	Med	High
Building Orientation	in design	\$0	High	High
Bus and Shuttle Stops and Shelters	in design	\$0	High	High
Electric Charging Facilities	\$5 K	TBD	Low	Low
Shower Facilities	in design	TBD	High	High
Sidewalks/Pedestrian Pathways	in design	\$0	High	High
Teleconferencing Facilities	in design	TBD	High	High
Travel Kiosk (self-service)	\$15,000	\$1,200	High	High
TSM Staffed Information Center	in design	\$2,500	High	High
On Site Services				
On site services may include: Cafeteria - full service Kai-perm office (credit union)/ ATM svc. Employee Services (theater tickets, etc.) Fitness facility Postal services Sundry store, photo developing, cleaners,etc	TBD	TBD <i>Costs may be paid by vendor or shared by KP</i>	Med	Med
Communication/Partnerships				
Employee Transportation Task Force	\$1,000	\$1000	High	High
Community Transportation Task Force	\$1,000	\$1000	Med	High
Public Awareness Campaign	\$7,500	\$7,500	Med	High
Senior/Elder Advisory Group	\$1,000	\$1000	Med	High
Transportation Management Association	\$5,000	TBD	Med	High

* "Costs" are direct, nonpayroll expenses (except for TSM Coordinator staff positions)

Trip Reduction Strategies for Employees and Physicians	Estimated Start Up Cost	Annual Operating Cost	Trip Reduction Effectiveness	Priority
TSM Coordinator/Mgr (2 FTEs)	(recruit)	\$110,000 (incl ben)	High	High
Awards and Prizes	n/a	\$7,000	High	High
Bicycle Loaner Program	\$1,000	\$500	Med	Med
Carpool/Vanpool Ridematching & Assist.	\$200	\$1,000	High	High
Carpool discounted parking rates	\$0	\$1,000	High	High
Communication (LED displays, e-mail, etc.)	\$6,000	\$500	Med	High
Company Vehicles (dual fuel)	\$15 K/veh	\$.29/mi	High	High
Day Care	TBD	TBD	Med	High
Employee Orientations	\$1,000	\$2,000	High	High
Guaranteed Ride Home	\$200	\$5,000	High	High
Housing (apartment) Referrals	\$0	staff time only	Low	Low
Information Hotline (recorded message)	\$500	staff time only	High	High
Newsletter	\$0	\$5,000	Med	High
Part-time and On Call Scheduling	n/a	staff time only	High	Low
Telecommuting (KP buys hardware)	\$2,500/fte	\$500/fte	Med	Med
Teleconferencing	repeat	repeat	High	High
Transit Pass Sales (on-site)	\$0	staff time only	High	High
Transit Subsidies	\$250	\$30/rider/mo	High	High
Transportation Fairs and Special Events	n/a	\$5,000	Med	Med
Work Hours, Compressed Work Week **	\$0	\$0	High	High
Work Hours, Staggered **	\$0	\$0	Med	Med
Work Hours, Off Peak **	\$0	\$0	High	Med

** Work hour alternatives will be considered to the extent that KP's operations and union relations allow.

Trip Reduction Strategies for Members/Visitors	Estimated Start Up Cost	Annual Operating Cost	Trip Reduction Effectiveness	Priority
TSM Coordinator/Mgr (2 FTEs)	repeat	repeat	High	High
Advocacy for Increased Transit	staff time	staff time	High	High
Home Health Care/At Home Self Care	TBD	TBD	High	High
Information Hotline	repeat	repeat	High	High
Multiple Bookings for Appointments	TBD	TBD	High	High
Newsletter Articles in <i>PFH</i>	\$0	staff time only	Med	High
Off Peak/Weekend Appointments	TBD	\$0	High	Med
Off Peak Deliveries	TBD	\$0	Med	Med
Prescription Delivery	TBD	TBD	High	High
Quick Turnaround Products	TBD	TBD	High	Med
Transit Pass Sales (on-site, not subsidized)	\$100	staff time only	Med	High
Shuttles				
Shuttles to Transit, Rail, Oakland Medical Offices, Richmond Medical Center	\$50 K/veh	\$30/hour	High	High
Lunchtime Shuttles - shared with other Emeryville employers and developers	\$5 K	\$5 K	Med	Med
Member Shuttles (home pick up service)	\$50 K/veh	\$30/hour	Med	High
Parking Management				
Parking Fees	TBD	\$100/stall (recoverable)	High	High
Phased Parking Supply	n/a	n/a	High	High
Preferential Parking for Carpools/Vanpools	\$50/stall	\$5/stall	High	High

Estimated Totals **\$500,000** **\$575,000**

These totals are for information only, and do not necessarily reflect the true costs of the program. Additional research and project planning is required to develop sound cost projections.

Facility Features

Bicycle Maintenance Area

An area can be provided to staff and members to make minor bike repairs, such as fixing a flat tire and adjusting brakes. The area would be equipped with a bike stand, tool kit, and air pump.

Bicycle Parking

Bicycle parking can be in the form of racks, lockers, enclosed storage pens, or indoor storage areas. Bicycle racks located in visible, high traffic areas can provide adequate short-term security for members and visitors who bicycle to the site. However, many bicyclists do not consider racks to offer adequate protection, and for this reason, bicycle lockers or other secure storage area is recommended for employee use. Provide bicycle parking equivalent to 1-5% of the total parking.

Building Orientation

Buildings should be located near main access streets with entrances oriented to transit stops to facilitate walking and transit. Whenever possible, locate parking behind buildings so pedestrians and transit riders do not have to cross large parking lots to reach their destination.

Bus and Shuttle Stops and Shelters

Safe, weather protected transit shelters will facilitate employee and member use of transit. Transit shelters should be clean, well lighted, and provide comfortable seating. Added features might include climate control (fan for summer, heater for winter) and a security phone or button. AC Transit should be involved in the location and design of transit stops and shelters. A transit bulb or turnout may be desirable.

Electric Charging Facilities

To encourage the use of low/zero emission vehicles, provide electric charging facilities in the parking areas.

Shower Facilities

Shower facilities can encourage staff to bike, walk or jog to the work site. Shower facilities should be accessible to all staff and include clothes lockers that can be used on a long term basis by regular bicyclists and walkers. In addition, desirable amenities include full length mirrors, hair dryers, soap and shampoo dispensers, and towel service. Provide showers equivalent to 1-2% of the employee population.

Facility Features (continued)

Sidewalks/Pedestrian Pathways

Sidewalks and pedestrian pathways should be functional and aesthetically pleasing. Pathways should be direct, not curved or perpendicular to travel patterns. Pedestrian paths should be well lighted and not hidden by landscaping. Pedestrian paths should be separated from traffic, but not removed from well-traveled areas.

Teleconferencing Facilities

By communicating via video/audio hookups, physicians and employees reduce the need for trips to meetings. Members can receive health education information on walking and bicycling as it relates to health. Health education for members can also incorporate teleconferencing, allowing members to seek education at the facility most convenient to them.

Travel Kiosk

A self-serve commute and travel information kiosk will provide staff and members with easy access to transit schedules and maps, bicycle maps, and carpooling information. This service can be modeled after the successful *Wayfinder* system now being installed at Oakland Medical Center. A commute center will consist of a display board surrounded with information racks. Commute information centers should be located in high traffic areas, such as near cafeterias and main entrances.

TSM Staffed Information Center

A staffed, full service TSM center can be the one-stop-shop for transportation information and service. It should be in a location that is easily accessed by staff and members, but also secure enough to provide a location for transit ticket sales.

On-Site Amenities and Services

A variety of on-site services are being considered for the Emeryville project, including:

Cafeteria - Full Service

A variety of pleasant, low cost dining options will reduce lunchtime driving and commute trips by reducing the need and desire for employees and physicians to drive off-site during lunch breaks. A full service cafeteria (with grill, salad bar, etc.) would provide options for staff, members, and the public. A gourmet coffee cart has proven popular at other medical centers, and could be located near an outdoor seating area.

Kai-perm Office/ATM

Employees who use the credit union must now travel to Oakland Regional Offices. These trips could be reduced by offering limited Kai-perm services at Emeryville. ATM machines would likely be well used by staff and members.

Employee Services

Kaiser Permanente's Employee Services sell theater tickets and conduct promotions. By offering these services on a regular schedule at Emeryville, trips to Regional Offices would be reduced.

Fitness Facility

On-site work out facilities should include aerobic equipment (stair steppers, treadmills, etc.), weight machines, and free weights. Aerobic classes could also be offered. Outdoor work out facilities can include a volleyball/basketball court, a parcour or walking trail.

Postal Service

Allowing staff to mail stamped personal mail at Kaiser Permanente can reduce the need for staff to drive to postal facilities. In addition, providing the opportunity for employees and others to purchase stamps and mail packages on-site can also reduce vehicle trips. (The post office that is near the site today is moving, making this on-site service even more valuable.)

Other On-site Services

Expand the typical hospital gift shop to a sundry store that can offer more everyday items that staff and members need. This store could also be the focal point for many on-site services, such as photo developing, dry cleaning, etc. Other services could include automobile cleaning and maintenance, and food and grocery delivery. The effectiveness of on-site services in reducing vehicle trips may not be significant, but may be justified as an employee and member service. And many of these services can be available to the public.

Communication/Partnerships

Employee Task force

Identify Kaiser Permanente staff who would like to participate on a transportation task force. These employees and physicians would help identify issues, develop effective strategies, and assist with program implementation.

Community Transportation Task Force

Kaiser Permanente could sponsor/coordinate a transportation task force that would include Kaiser Permanente employees, neighboring employers, and members of the community. The task force would discuss transportation issues and propose strategies to address these issues.

Public Awareness Campaign

There are many opportunities to promote the use of transportation alternatives to citizens in the community. Kaiser Permanente could sponsor a media campaign, resident mailing, etc.

Senior/Elder Advisory Group

Seniors are a very important customer group for the project. Kaiser Permanente can enhance transportation services to seniors by working with interested members and representatives of organizations such as United Seniors of Alameda County. This advisory group can be modeled after a similar group in existence at the Oakland Medical Center.

Transportation Management Association

Kaiser Permanente could participate in a Transportation Management Association comprised of neighboring employers and the City of Emeryville. The TMA would work together to address commute related issues such as transit service, bike access, etc.

Trip Reduction Strategies for Employees and Physicians

TSM Manager and Coordinator

A full-time, on-site TSM manager will develop, implement, and monitor TSM activities at the new facility. The TSM coordinator (a second full time employee) will be responsible for providing staff, member, and visitor TSM services.

Awards and Prizes

Staff who use commute alternatives are eligible for awards and prize drawings. In addition, prizes can be offered for participation in promotional events, such as California Rideshare Week and Bike to Work Day.

Bicycle Loafer Program

Some employers offer loaner bikes to staff who wish to try bicycle commuting, but do not own an appropriate bicycle. At the end of the loan period the bike may be offered to the employee at a significantly discounted price.

Carpool/Vanpool Ridematching and Assistance

Maintain a computer database of Kaiser Permanente employees and physicians who are interested in sharing a ride to work. Staff who request carpooling information are given a match list with the names and work phone numbers of the staff who live closest to them and work the same hours. Staff are encouraged to register for carpool matching with frequent promotions and incentives.

Changes in tax and liability laws have made it less desirable for employers to own and operate employee vanpools. However, Kaiser Permanente could provide vanpool formation assistance and subsidize empty seats.

Carpool Discounted Parking

Provide a price differential for carpool parking. Carpoolers not only would share the cost of parking, but the discount would provide a further encouragement. Carpoolers would have to arrive at the site with all passengers present qualify for the discount.

Communication

To raise the level of awareness and participation in TSM programs, communication devices such as LED displays and electronic mail would inform people of special promotions and new services.

Company Vehicles

Company vehicles could be made available for employees and physicians to drive to off-site business meetings and to make home health visits. This encourages use of commute alternatives for the morning inbound trip. Kaiser Permanente may wish to purchase dual fuel company vehicles to reduce air pollutants.

Trip Reduction Strategies for Employees and Physicians (continued)

Day Care

Nearby quality day care can impact transportation in two ways. First, carpooling with a child counts toward AVR targets. Second, parents who do not need to make an out-of-the-way stop for child care can carpool with other adults to the work destination.

Employee Orientations

The commute program can be promoted to new employees at the monthly new-hire orientations. Individual follow up with new employees and physicians can help get them into the habit of using alternatives as soon as they begin their commute to the site.

Guaranteed Ride Home

Kaiser Permanente can arrange and pay for a taxi ride home for staff who use a commute alternative and are unable to take their normal commute arrangement due to personal emergency or unanticipated overtime. This program is in place at the Oakland Medical Center.

Housing (Apartment) Referrals

Maintain a list of apartments within walking distance and arrange for a discount for Kaiser Permanente employees.

Information Hotline

This is a recorded message that staff can call to request commute and travel information. Information provided includes shuttle services, carpool match lists, transit schedules, transit pass sales dates, and bicycle routes.

Newsletter

Publish commute and travel information and promotions on a monthly basis in a TSM newsletter.

Part-time and On-Call Scheduling

Schedule part-time employees for 2-3 full days per week instead of 4-5 half days. Minimize the use of on-call employees, since on-call employees are unlikely to use commute alternatives.

Telecommuting

Employees who do not have to be at the medical center every day to perform their jobs can work from home or a remote location. Medical records clerks and advice nurses are two examples of jobs that could incorporate telecommuting. Employees can perform work by linking to the mainframe, but not all workers need that access to successfully telecommute part time.

Teleconferencing

Repeat.

Trip Reduction Strategies for Employees and Physicians (continued)

Transit Pass Sales

Sell transit passes at the TSM Information Center.

Transit Subsidies

Partially or fully subsidize the cost of transit passes for employees and physicians. This subsidy coupled with parking pricing creates a formidable price differential between driving and transit.

Transportation Fairs and Promotional Events

Host events/fairs with commute related exhibits to provide information and promote the benefits of commute alternatives. Exhibitors can include AC Transit, bicycle organizations and retailers, the City of Emeryville, RIDES, and the American Lung Association.

Participate in the following events:

- Air District's Spare the Air campaign. Notify staff of Spare the Air days via parking lot signs and voicemail messages.
- California Rideshare week. Reward staff who used a commute alternative during California Rideshare Week with a small prize and register participants for a prize drawing.
- The American Lung Association's Clean Air Week. Educate staff about the health effects of automobile-related air pollution.
- Bike-to-Work Day. Host a bicycle fair with exhibits and information on bicycling. Profile bicycle commuters in newsletter articles. Hold a prize drawing for bicycle commuters.

Work hours, Compressed Work Week *

Currently, most full-time employees work 5 days per week. Employees could be given the option to work 4/40, 9/80, or 3/36 schedules to reduce the number of days per week the employee travels to the work site.

Work hours, Staggered *

Currently, employees arrive and depart the medical center in "waves" associated with the primary work shifts. Staggered work schedules could distribute traffic more evenly by having employees report at half-hour intervals.

Work hours, Off peak *

Currently, the majority of employees start work between the peak hours of 6:00-10:00 am. Employee shifts could be changed to start before and after these peak hours. Support services such as medical transcription and housekeeping could be scheduled for evening and night shifts.

* Work hour alternatives will be considered to the extent that KP's operations and union relations allow.

Trip Reduction Strategies for Members/Visitors

TSM Manager/Coordinator

Repeat.

Advocacy for Increased Transit

Work with AC Transit to promote enhanced transit service to site. Provide potential ridership data including origin clusters for routing purposes. Contribute to transit funding as appropriate to expand and tailor service to the site.

Home Health Care / At Home Self Care

Increase the use of home health care, and member services that allow for self treatment. This could be particularly valuable to members who cannot easily reach the medical center.

Information Hotline

A recorded message that members can call to request travel information. Information provided could include shuttle services, transit schedules, and bicycle routes.

Multiple Bookings for Appointments

Schedule member appointments to minimize the number of vehicle trips to the work site. For example, a parent with 2 children could schedule consecutive appointments for one child who requires vaccination and a second child who needs a sports physical. Multiple bookings could be arranged for spouses, care givers and their recipients of care, and others for whom coordinated visits would be a valued service.

In addition, unplanned appointments could be offered as soon as possible instead of for a future date. For example, if it is determined during a member's appointment that he/she requires an unanticipated test or an appointment with another physician, the member could be offered the next available appointment.

Newsletter Articles

Information about transportation alternatives to the medical center will be provided in *Planning for Health* and direct mailings.

Off peak/Weekend Appointments

Traffic congestion will be heaviest during peak commute hours and around the lunch hour. Member appointments could be scheduled outside these times. Evening and Saturday appointments could be offered. This would not only reduce traffic congestion, but would also provide a service that many customers would value.

Off peak Deliveries

Vendor visits and deliveries could be scheduled for off-peak hours.

Trip Reduction Strategies for Members/Visitors (continued)

Prescription Delivery

Prescription renewals could be delivered or mailed overnight to members (similar to the service available today at Oakland Medical Center). This service could be expanded to include delivery of other supplies.

Quick Turnaround Supplies

When member visits result in the prescription of a product, such a medicine, eyeglasses, crutches, etc., the product could be made available within a reasonable time frame to avoid the need for members to make a return trip.

Transit Pass Sales

Sell transit passes at the TSM Information Center.

Shuttles

Shuttles to Transit and Other KP Destinations

Kaiser Permanente operates a successful shuttle program for staff and members from the existing Oakland facility to MacArthur BART, and a similar service could be created for Emeryville. The shuttle program could also link Emeryville to the Oakland medical offices, and to Richmond Medical Center.

Shuttles to Lunchtime Destinations

Shuttle service could also be operated between the medical center and lunchtime destinations near Powell Street.

Member Shuttles

A service that may be of value to disabled and senior members would be a member home pick up and drop off service between the medical center and nearby residents. San Francisco Medical Center offers such a service now for members who live within a certain distance of the facility and who call by 9:30 am for a ride.

Parking Management

Parking Fees

One of the most powerful tools for reducing vehicle trips is to charge fees for parking. It is important to couple a pricing program with transportation alternatives and subsidies to create options for commuters. The existing facility charges employees and physicians \$25 per month for parking, and this amount is scheduled to increase to \$40 per month by 1995, then up to market rates in the following year. It is recommended that parking fees at Emeryville be set to the rate in effect at the Oakland facility at the time of the transition of staff, or to nearby market rates, whichever is greater.

Members can also be charged fees for parking. The existing facility offers 30 minutes of free parking, and \$0.50 for each half hour after that to a maximum of \$9.50. Again, whatever rates are in effect in Oakland at the time of the transition should be applied to Emeryville, unless market rates are greater.

The general public using the retail services at the site should also be charged for parking. Transit use will be encouraged for all trip purposes.

It will be necessary to limit off-site or neighborhood parking opportunities so that people won't park elsewhere to avoid paying the fees. Residential permit parking was put in place within one-quarter mile of the existing facility as a remedy to this problem.

Phased Parking Supply

Abundant, convenient parking encourages staff and members to drive alone. For this reason, Kaiser Permanente may wish to phase the construction of planned parking. This "parking reserve" could be added if future parking demands exceed supply.

Preferential Parking for Carpools/Vanpools

Designate the most convenient spaces for carpoolers and vanpoolers. Reserve 8-10% of total employee parking for carpool parking. Carpool parking enforcement is required. Enforcement equipment such as access gates and security cameras is recommended.

KAISERider

Transportation Management Policy

Policy Statement

It is the policy of the Kaiser Permanente Medical Care Program of Northern California to operate a proactive and results-oriented transportation management program. This program applies trip reduction and clean air measures to all activities which result in motor vehicle trips.

Purpose

Kaiser Permanente is committed to reducing air pollutant emissions and vehicle traffic congestion, and to complying with any legally applicable transportation management programs. The purpose of this policy is to administer an effective regional transportation management program, while ensuring that each facility has the flexibility to respond to local issues and concerns.

Coverage

This policy applies to all three Kaiser Permanente organizations, their facilities, departments, employees, physicians, volunteers, members, patients, vendors and others.

Provisions

Kaiser Permanente operates a regional transportation management program. The regional transportation manager is responsible for planning and coordinating the regional transportation management program, supporting facility programs, and developing regional standards under this policy.

Each facility is responsible for designating a transportation systems management (TSM) coordinator, and for developing, implementing and monitoring an appropriate and effective transportation management plan and program. All measures implemented at a given facility are to be applied equitably. Measures and their application will vary by facility, and may vary by such factors as work assignment or shift.

David G. Pockell

Walter H. Caulfield, M.D.

David G. Pockell

Walter H. Caulfield

Experience at the Existing Oakland Medical Center

KP's TSM program at the Oakland Medical Center is a successful effort to balance travel demand with system supply by reducing trips. Following are the components of the existing program:

- On-site, fully staffed TSM office, providing personal assistance to travelers
- Free shuttle for members and employees from BART to the medical center, and between medical center buildings
- Subsidized transit tickets (\$10 per employee per month)
- Weekly on-site transit ticket sales
- Parking fees for employees and physicians (currently \$25 per month; increasing to \$40 then to market rates in the future)
- Parking fees for visitors
- Personalized ridematching lists for forming carpools and vanpools
- Free and preferential parking for carpools of three or more
- Free parking for carpools of two
- Guaranteed ride home services for users of transportation alternatives
- Secured bicycle storage facility
- Shower facility for bicyclists/walkers
- Monthly \$50 drawing for bicyclists/walkers
- Residential permit parking program to restrict parking to residents only.

The above programs create significant incentives for individuals to use alternatives to driving alone to the medical center. The shuttles are highly utilized, and carpool and transit mode shares increased substantially as a result of the programs for alternatives.

Attachment 14
Proposed Development Agreement

DEVELOPMENT AGREEMENT
BETWEEN
KAISER FOUNDATION HOSPITALS
AND
CITY OF EMERYVILLE

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Exhibit A Project Site Diagram

Exhibit A-1 Project Site Description

Exhibit B Ordinance Adopting Development Agreement

Exhibit C Kaiser-Emeryville Housing Fund

Exhibit D Replacement of Housing Removed by Project

Exhibit E Emeryville Health Plan

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Kaiser Foundation Hospitals
Legal Department
1950 Franklin Street, 17th Floor
Oakland, California 94612-2998
Attention: Indrajit Obeysekere, Esq.

(Space Above This Line Reserved For Recorder's Use)

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF EMERYVILLE
AND
KAISER FOUNDATION HOSPITALS

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of _____, 199_____, between KAISER FOUNDATION HOSPITALS, a California non-profit public benefit corporation, ("Kaiser") and the CITY OF EMERYVILLE, a municipal corporation ("City") pursuant to California Government Code § 65864 et seq.

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code § 65864 et seq. (the "Development Agreement Statute"), which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property and establishing certain development rights therein.

B. Pursuant to California Government Code § 65865, City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements, which procedures and requirements are contained in City's Ordinance No. 92-03. This Development Agreement has been processed, considered and executed in accordance with those City rules and regulations.

C. Kaiser has a legal and/or equitable interest in certain real property consisting of approximately nineteen (19) acres located in the City in the area bounded generally by 45th Street on the north, Park Avenue on the south, San Pablo Avenue on the east and Hollis Street on the west (excluding the property located at 4240 Hollis Street), as diagrammed in Exhibit A attached hereto, and more particularly described in Exhibit A-1 attached hereto (the "Project Site").

D. Kaiser, the Agency and the City have entered into a Participation Agreement (the "PA") covering the Project Site, in addition to other property, which was adopted by City and Agency immediately prior to the City Council's consideration of this Agreement. Kaiser has acquired substantial portions of the Project Site, as shown on Exhibit ___. The remaining parcels shall automatically vest under this Agreement at such time as Kaiser acquires equitable or legal interest in such parcels. This Agreement shall not encumber such parcels until such time as Kaiser acquires such a legal or equitable interest.

E. Kaiser intends to develop the Project Site as a medical center with a hospital, medical office buildings, central utility buildings, parking facilities and related uses, as well as various general retail and office uses, all as described in Section 1.01 below (collectively, the "Project").

F. The parties acknowledge that Kaiser intends, after the year 2003, to develop additional medical facilities on property located adjacent to the Project Site, which medical facilities are more particularly described in Section 1.02 below ("Future Expansion"), and that there are two alternative sites under consideration for such Future Expansion, the "AC Transit Site" and the "Future Expansion Site." The "AC Transit Site" shall mean that property that is bounded generally by 47th Street on the north, 45th Street on the south, Doyle Street on the west, and San Pablo Avenue on the east. The "Future Expansion Site" shall mean that property that is bounded generally by Hollis Avenue on the west, 45th Street on the south, 53rd Street on the north, and Doyle Street on the east. The "Preliminary Development Plan," as defined below, prepared for the Project and Future Expansion both contemplate development of the Future Expansion on the Future Expansion Site as the availability of the AC Transit Site is unknown at this time, however, this "EIR," as defined below analyzed both the Future Expansion and the AC Transit Site so that the AC Transit Site could be considered in lieu of the Future Expansion Site if the AC Transit Site becomes available.

G. The Project Site is located within the Shellmound Park Redevelopment Project Area and is subject to the Redevelopment Plan for the Shellmound Park Redevelopment Project Area (the "Redevelopment Plan"), which was adopted by the Agency in October 1987, and amended by the Agency on

H. City has determined that the Project presents certain public benefits and opportunities which are advanced by City and Kaiser entering into this Agreement. This Agreement will, among other things, (1) reduce uncertainties in planning and provide for the orderly development of the Project, (2) mitigate many significant environmental impacts, (3) provide emergency medical services, health education, and needed health care related and senior-related services in the City and the greater East Bay community, (4) provide public services, (5) strengthen the City's economic base and present a county-wide stable employment base with a variety of high-quality long term jobs, in addition to shorter term construction jobs, (6) provide for and generate substantial revenues for the City in the form of one time and annual fees and exactions and other fiscal benefits documented in a fiscal report by Sedway & Associates, (7) provide funds in furtherance of affordable housing opportunities, (8) eliminate existing blight, stimulate investment, and revitalize San Pablo Avenue, (9) expedite remediation of existing site contamination, (10) improve public safety in the vicinity of the Project by providing a secure and well lighted medical center, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

I. In exchange for the benefits to City described in the preceding Recital, together with the other public benefits that will result from the development of the Project, Kaiser will receive by this Agreement assurance that it may proceed with the Project in accordance with the "Applicable Law" (defined below), and therefore desires to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. THE PROJECT AND PROJECT APPROVAL PROCESS

Section 1.01. The Project. The parties acknowledge that Kaiser intends that the Project will consist of development of the following improvements on the Project Site: a hospital of approximately 765,000 square feet, medical office buildings totaling approximately 415,000 square feet, a utility building of approximately 40,000 square feet, parking structures and/or surface parking sufficient to provide 2,625 parking spaces, approximately 25,000 square feet of general office uses, and approximately 50,000 square feet of retail/commercial uses, as described in the Project Approvals (as defined below) and the Subsequent Approvals (as defined below), and all off-site improvements to be constructed in connection therewith.

Section 1.02. Project Phasing. The Project is expected to be built in phases in response to the health service needs of existing and future Kaiser members. "Phase 1" shall mean the first phase of development of the Project on the Project Site, including construction of a hospital building of approximately 520,000 square feet, medical office buildings of approximately 415,000 square feet, retail and commercial space of approximately 50,000 square feet, a central utility plant of approximately 30,000 square feet, facilities and/or surface parking to provide approximately 2,585 parking spaces, and approximately 25,000 square feet of general office uses. The "Phase 1 Expansion" shall mean the construction on the Project Site of an additional approximately 245,000 square feet of hospital uses, an additional approximately 10,000 square feet for the central utility plant, and facilities and/or surface parking sufficient to provide an additional 150 parking spaces. "Future Expansion" shall mean the construction on the Future Expansion Site of additional medical office buildings totaling approximately 260,000 square feet, additional retail/commercial uses totaling approximately 7,500 square feet and facilities and/or surface parking sufficient to provide an additional approximately 1,110 parking spaces. Phase 1, Phase 1 Expansion and Future Expansion shall be referred to collectively herein as "Buildout." At Buildout, development

shall include the construction of a hospital of approximately 765,000 square feet, medical office buildings totaling approximately 675,000 square feet, a utility building of approximately 40,000 square feet, parking structures and/or surface parking sufficient to provide 3,845 parking spaces, approximately 25,000 square feet of general office uses, and approximately 57,500 square feet of retail/commercial uses, and all off-site improvements to be constructed in connection therewith.

Section 1.03. Project Approvals. In addition to this Agreement, Kaiser has applied for and obtained various environmental and land use approvals, entitlements, and permits relating to the development of the Project which include, without limitation, the approvals described below, together with all conditions of such approvals. For purposes of this Agreement, the term "Project Approvals" shall mean all of the approvals described in this Section 1.03 except the Redevelopment Plan Amendment and the PA, each as defined below.

(1) EIR. The environmental impacts of the Project and Future Expansion, including the Project Approvals and the Subsequent Approvals (defined below) and numerous alternatives to the Project and its location, have properly been reviewed and assessed by City pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq., the "CEQA Guidelines"; California Code of Regulations Title 14, Section 15000 et seq., and City's local guidelines promulgated thereunder (hereinafter collectively referred to as "CEQA"). On _____, 1994, the ("Project Approval Date") pursuant to CEQA and in accordance with the recommendation of the Planning Commission for the City of Emeryville (the "Planning Commission"), the City Council certified a final environmental impact report covering the Project and Future Expansion (the "EIR"). As required by CEQA, the City adopted written findings and a mitigation monitoring program (the "Mitigation Monitoring Program") prior to approving the Project Approvals.

(2) General Plan Amendment. On the Project Approval Date, following review and recommendation by the City Planning Commission and after a duly noticed public hearing and certification of the EIR, the City Council, by Resolution _____, approved amendments to the Emeryville General Plan (the "General Plan Amendment").

(3) Redevelopment Plan Amendment. On the Project Approval Date, following review and recommendation by the City Planning Commission, City Council certification of the EIR, and adoption of the General Plan Amendment, the City Council at a duly noticed public hearing, adopted Ordinance No. ___, approving amendments to the Redevelopment Plan (the "Redevelopment Plan Amendment").

(4) PUD Zoning, Preliminary Development Plan, and Final Development Plan. On the Project Approval Date, following City Planning Commission review and recommendation, certification of the EIR and adoption of the General Plan Amendment at a duly noticed public hearing, the City Council adopted City Ordinance No. ___, rezoning the Project Site to City's Planned Unit Development zoning district (the "PUD Zoning"), approving a Preliminary Development Plan for the Project and Future Expansion (the "Preliminary Development Plan") and a Final Development Plan covering the entire hospital portion of the Project Site, (the "Final Development Plan").

(5) Participation Agreement. On the Project Approval Date, following a duly noticed public hearing, the Emeryville Redevelopment Agency (the "Agency") adopted Resolution No. ___, approving and authorizing the execution of the PA.

Section 1.04. Adoption of Development Agreement. On _____, 1994, following a duly noticed public hearing, the Planning Commission adopted [Resolution No. ___] recommending that the City Council approve this Agreement. On the Project Approval Date, following City Council certification of the EIR, adoption or approval of the General Plan Amendment, the PUD Zoning, the Preliminary Development Plan, and the Final Development Plan covering the hospital, the City Council at a duly noticed public hearing adopted Ordinance No. ___, approving and authorizing the execution of this Agreement.

Section 1.05. Subsequent Approvals. Kaiser agrees that certain other land use approvals, entitlements, and permits other than the Project Approvals are necessary or desirable for the Project (collectively, the "Subsequent Approvals"). In particular, as addressed in the EIR, the parties contemplate that Kaiser, following issuance of the Project Approvals, will seek approvals for a resolution of necessity for any unacquired portions of the Project Site,

final development plans, vesting maps, street abandonments and amendments to this Agreement. The Subsequent Approvals may also include, without limitation, the following: amendments of the Project Approvals, design review approvals, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, preliminary and final development plans, rezonings, development agreements, landscaping plans, street abandonments, encroachment permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing. Subsequent Approvals shall not include any approvals applicable to the Future Expansion.

ARTICLE 2. EFFECTIVE DATE AND TERM

Section 2.01. Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date").

Section 2.02. Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of thirty (30) years.

ARTICLE 3. OBLIGATIONS OF KAISER

Section 3.01. Obligations of Kaiser Generally. The parties acknowledge and agree that the agreements by City to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Kaiser's agreement to perform and abide by its long term covenants and obligations, as set forth herein. The parties acknowledge that many of Kaiser's long term obligations set forth in this Agreement are in addition to Kaiser's agreement to perform all the mitigation measures identified in the Mitigation Monitoring Program. Kaiser agreed to the following obligations in furtherance of its historical community oriented approach with communities in which it sites its facilities and in consideration for the long term assurances provided by this Agreement.

Section 3.02. Annual Fees Paid By Kaiser. As a material consideration for the long term assurances and vested rights provided by this Agreement, Kaiser shall pay certain annual fees and exactions to City all as described below. The parties acknowledge that the amount of the fees described below is calculated based on the approximate ratio of the square footage of Phase I and Phase I Expansion to the total square footage of Buildout, such that eighty

percent (80%) of the total annual fees payable for Buildout is set forth in this Agreement, and the other twenty percent (20%) of the annual fees payable for Buildout, which is associated with Future Expansion, is set forth elsewhere in the Project Approvals. In addition, such fees shall be subject to certain credits/reductions as provided in Section 6.13 below.

In its sole discretion, Kaiser shall be entitled to make one or more lump sum payments to satisfy its obligation with respect to the Mass Transit Program Fee and the Senior Center Fee, each as described below. Any such payments shall be calculated on the basis of the present value of such payments using the 30 year Treasury Bill Rate then in effect as a discount rate.

(1) Public Services Fee. Kaiser shall pay City a Public Services Fee in the amount of \$400,000 per year commencing upon the opening of the hospital for patient care (the "Initial Occupancy Date"), and every twelve (12) months thereafter during the Term. The Public Services Fee is intended as a contribution by Kaiser to cover a broad range of existing and future public needs, services and facilities to improve, enhance and maintain the health, safety and general welfare of the City, including but not limited to police, fire and emergency services and the development of infrastructure. The Public Services Fee shall remain fixed for ten (10) years from the anniversary date of the Initial Occupancy Date and shall be adjusted upwards every ten (10) years thereafter throughout the Term of this Agreement by twenty percent (20%) over the Public Services Fee in effect for the preceding ten (10) year period.

(2) Mass Transit Program Fee. Kaiser shall pay City a Mass Transit Program Fee in an initial amount of \$80,000 a year commencing on the Initial Occupancy Date and continuing each year during the Term thereafter for a period not to exceed twenty-five (25) years. City agrees to impose a similar fee on "major new development", as defined below, within the City and, as new development occurs, to accordingly reduce Kaiser's Mass Transit Program Fee obligation on a pro rata basis. For purposes of this provision, "major new development" shall mean new development in excess of 50,000 square feet that involves preparation of any type of Environmental Impact Report, Owner Participation Agreement or Disposition and Development Agreement. Notwithstanding the foregoing, if the City adopts an ordinance imposing a Mass Transit Program Fee, any reduction provided by this section shall be determined and provided in accordance with the provisions of such ordinance.

(3) Senior Center Fee. Kaiser shall pay to City a Senior Center Fee in the amount of \$50,000 a year commencing on the Initial Occupancy Date and every twelve (12) months thereafter during the Term. The Senior Center Fee shall remain fixed throughout the Term.

(4) Low-Income School Care Fee. Kaiser shall pay to City a Low-Income School Care Fee in the amount of \$40,000 a year commencing on the Initial Occupancy Date and every twelve (12) months thereafter during the Term. The Low Income School Care Fee shall remain fixed throughout the Term of this Agreement.

(5) School Related Fees. Kaiser shall pay to City two School Related Fees in the aggregate amount of \$20,000 a year commencing on the Initial Occupancy Date and every twelve (12) months thereafter during the Term. The School Related Fees shall remain fixed throughout the Term of this Agreement. Kaiser shall pay \$10,000 of the School Related Fees to benefit the Emeryville Higher Education Fund, with the other \$10,000 to be paid to this fund or to another public school fund that directly benefits the City public school system. The parties understand that the Emeryville School District currently has excess capacity and leases portions of its school facilities to third parties.

Section 3.03. One-Time Fees Paid by Kaiser. In addition to the annual fees described above, Kaiser shall pay the following one-time fees. Such fees also are calculated based on 80% of the fees required for Buildout, as described in Section 3.02 above.

(1) Art Fund. Kaiser shall pay to City a total Art Fund Fee of \$720,000 for art to be located within the Project. In lieu of all or portions of the Art Fund Fee, Kaiser may elect to directly purchase and install art within portions of the Project Site accessible by the general public. If Kaiser elects to purchase and install art for the Project Site, it shall provide reasonable documentation that art of an equal value has been purchased and placed within the Project Site. Kaiser shall retain the sole right to select all art and artists to be located within the Project Site. Each installment of the Art Fund Fee shall be paid prior to issuance of each certificate of occupancy for a part of the Project, and shall be calculated based on the square footage of the building that is covered by such certificate of occupancy, in relation to the total Art Fund Fee to be paid. In the event that Kaiser has not paid the entire amount of the Art Fund Fee by December 31, 2003, Kaiser shall pay any remaining unpaid amount by such date.

(2) Building Permit and Processing Fees.

Kaiser shall pay to City building permit fees in accordance with the City's existing building permit ordinance, but excluding any portion of the Hospital or other facilities subject to State of California Office of Statewide Health Planning and Development (OSHPD) review. The parties understand that medical equipment and fixtures are not customarily included in a building permit application. The City's formulas for calculating such fees shall not be changed during the Term of this Agreement except that as applied against the Project the City shall be permitted to increase such fees by not more than 25% between the Effective Date and the year 2000, and by not more than an additional 20% between the year 2000 and the year 2003. Any such increases must be authorized by City ordinance and applied uniformly without discrimination by user or use, and must be based on the estimated reasonable cost to City for performing the work for which the building permit is paid, as permitted pursuant to Government Code Section 66014. In addition to the foregoing, Kaiser shall pay a sewer connection fee and plumbing trap fees in accordance with the City's existing ordinances.

(3) Traffic Impact Fee. Kaiser shall pay

City Traffic Impact Fees of \$336,000. Each installment of the Traffic Impact Fee shall be paid to City prior to issuance of each certificate of occupancy for a part of the Project, and shall be calculated based on the square footage of building that is covered by such certificate of occupancy, in relation to the total Traffic Impact Fee to be paid. Any fee reduction or credits to the Traffic Impact Fee provided in Section 6.13 shall not exceed \$320,000. In the event Kaiser has not paid the entire amount of the Traffic Impact Fee by December 31, 2003, Kaiser shall pay any remaining unpaid amount by such date.

(4) Public Safety Fee. Kaiser shall pay a

Public Safety Fee in an amount equal to \$320,000, for acquisition of emergency equipment for the City and capital improvements to public safety facilities. Kaiser shall pay to the City the Public Safety Fee upon the issuance of the first building permit for the Project.

(5) Small Business Retention Fee. Kaiser

shall pay a Small Business Retention Fee in the amount of \$240,000. The Small Business Retention Fee shall be used first to create inducements to retain the businesses in Emeryville that may be displaced by the Project. Kaiser shall pay to the City the Small Business Retention Fee upon the issuance of the first building permit for the Project.

(6) Planning Fees. Kaiser shall reimburse City for certain fees related to the processing of the Project Approvals through completion of construction for Phase 1 for staff-related expenses, in an amount not to exceed \$270,000. The terms and conditions of this reimbursement obligation are more particularly set forth in that Reimbursement Agreement entered into between Kaiser and the City.

Section 3.04. Taxes To Be Paid By Kaiser. Kaiser shall also pay the City's Utility User Tax, Real Property taxes on non-exempt operations, and sales taxes, as applicable. The parties understand that these taxes will change during the Term.

(1) Real Property Taxes. It is anticipated that Kaiser shall pay real property taxes on certain of its non-tax exempt operations, as determined by the Alameda County Assessor.

(2) Sales Taxes. It is anticipated that Kaiser shall pay sales tax on applicable retail sales.

(3) Utility User Taxes. Kaiser shall pay to City a Utility User Tax, based on the City's rate in effect at the time of payment. (The Utility User Tax is expected to generate approximately Eighty Thousand Dollars (\$80,000) in present dollars based on the City's current Utility Tax Rate of 5.5%.) This tax shall be based on the Project's annual usage and shall commence upon the Initial Occupancy Date. Increases in the assessed rate shall be passed on to Kaiser, provided that such increases are properly authorized by ordinance and are assessed uniformly, without discrimination by user or use.

Section 3.05. Assessments To Be Paid By Kaiser. Kaiser shall pay to the County Assessor upon acquisition of portions of the Project Site, its fair share of certain assessments in connection with the Bay Shellmound Assessment District. This District was formed to provide funding for the Bay-Shellmound Street improvements. The District assessment consists of two assessments, as follows:

(1) Bay Shellmound Contingent Assessment. Kaiser shall pay the Contingent Assessment portion of the Bay Shellmound assessment pursuant to the procedures of the Contingent Assessment Ordinance of the Bay-Shellmound Street. The parties understand that Kaiser is required to pay its fair share of this Contingent Assessment with a one time payment.

(2) Basic Shellmound Assessment. Kaiser shall pay its fair share of the Basic Shellmound Assessment over a twenty-five (25) year period pursuant to the terms of the applicable assessment bond. The parties understand that the formula for calculating the above assessments shall not be recomputed or otherwise changed in a manner that would increase the current assessments.

Section 3.06. Traffic and Circulation

Improvements. Kaiser agrees to implement its Transportation System Management program as identified in the Mitigation Monitoring Program. In addition, Kaiser agrees to construct or pay its fair share of roadway and intersection improvements, as more particularly set forth in the Mitigation Monitoring Program adopted by City.

Section 3.07. San Pablo Revitalization -

Construction of Pedestrian Oriented Retail Buildings. In response to community design input and the City's Urban Design Guidelines, and as provided in this Section 3.07, Kaiser shall incorporate into the Project lower intensity, ground level pedestrian oriented commercial retail "liner" buildings (collectively, the "Liners") along the street frontages of the parking structure on San Pablo Avenue (the "San Pablo Avenue Liners"), the medical office buildings on Park Avenue (the "Park Avenue Liners"), the parking structure on Hollis and Park Avenue (the "Hollis and Park Liners") and the parking structure on 45th Street (the "45th Street Liners"). The Liners associated with Phase 1 are expected to include up to 50,000 square feet of retail/commercial and up to 25,000 square feet of general offices. Kaiser may use portions of the Liners as temporary lodging for interns and physicians, subject to design approval by the City, and provided that any such lodging in the San Pablo Avenue Liners shall be limited to the upper floors. Upon request by the City, Kaiser agrees to lease up to 25,000 square feet of space in the Hollis and Park Liners to City at fair market value and other terms to be reasonably negotiated between the parties. The parties understand that the Liners should provide visual, land use, and economic benefits to the City and Kaiser.

To further enhance the success of the Liners, Kaiser shall submit to the City for review and comment, at least one month prior to the issuance of the first building permit for construction of Phase I, a marketing plan for the Liners. Accordingly, the City and Kaiser shall confer on an ongoing basis regarding Kaiser's marketing efforts and strategy for the Liners and Kaiser shall consider the City's recommendations in its ongoing marketing efforts. Further, Kaiser shall use its best efforts to market the Liners through use of the marketing plan and real estate brokers.

Notwithstanding the foregoing, the parties understand that vacant liner buildings will not further the provision of visual, land use and economic benefits to the City and Kaiser. Accordingly, Kaiser will not be required to commence construction of any of the Liners until the building permit is issued for the particular building or structure on which the Liner is to front, as more particularly identified in the Preliminary Development Plan. In addition, with respect to the 45th Street Liners, Kaiser also shall not be required to commence construction of the 45th Street Liners until lease commitments on market terms exist for at least sixty percent (60%) of the space to be constructed. In the event that Kaiser determines that it has not obtained such lease commitments for 60% of the space to be constructed on or before the issuance of the building permit for the building on which the 45th Street Liner would front, and Kaiser determines that it will have to delay construction or not construct the 45th Street Liners, Kaiser shall meet with the City to discuss any financial or marketing strategies that the City might suggest that would allow Kaiser to construct the 45th Street Liners notwithstanding Kaiser's inability to obtain such lease commitments; provided, however, that Kaiser shall have no obligation to accept any such strategy that the City may propose.

Section 3.08. Emeryville Health Plan. Kaiser agrees to provide a health plan for Emeryville residents as described in Exhibit E, attached. This Health Plan may change from time to time in accordance with changes in health care.

Section 3.09. Community Programs. Kaiser agrees to implement the following programs, which shall be for the benefit of residents of Emeryville, West Oakland and West Berkeley:

- (1) Education Initiative. Kaiser will work collaboratively with the Emeryville Unified School District in a multifaceted program which will include such programs as:
 - (a) job shadowing experiences for students in clinical and administrative support departments for career exploration;
 - (b) mentoring program with medical center staff and individual students; and

- (c) summer youth employment program. In addition, Kaiser will work with the Berkeley Biotech Academy to further the programs stated above.
- (2) Community Activities. Kaiser will provide educational theater programs free of charge to the Emeryville Unified School District. Examples of these programs are (1) "Professor Bodywise" (Health and safety education for elementary schools); (2) "Nightmare on Puberty Street" (Social and physical changes of puberty presented to middle schools); and (3) "Secrets" (HIV/AIDS education for high schools).
- (3) Job Information and Recruitment. Kaiser will provide job information and recruitment through the medical center Human Resources Department.
- (4) Community Grants. Kaiser will provide grants to community agencies to fund a broad range of community services in the Northern California Region in accordance with existing Kaiser grant programs. Examples of community agencies that have benefitted from such grants include:
 - (a) Support group for adult rape survivors;
 - (b) Child abuse treatment program in a community clinic; and
 - (c) Design and production of infant calendar for health education.
- (5) Health Education Center. Kaiser will provide a Health Education Center at the medical center campus which will be open to Emeryville residents and Health Plan members. The Health Education Center will consist of a health products store, audiovisual presentations, health education information and a library.
- (6) Community Health Education. Kaiser will provide health education classes for both Kaiser members and the public either free or for a nominal fee. Examples of such programs include: patient education programs, such as Better Breathers Program; prenatal/women's

health programs, such as Baby Care and Toddler Programs; weight management programs; smoking cessation programs; health promotion programs/services, such as Acupressure Class, Assertiveness Training, and Fitness Evaluation and Exercise Workshop; teen health programs, such as "Growing Up Male" and "Growing Up Female"; and children's health/parenting programs, such as First Aid, Asthma Education, and New Parent Support Group.

Section 3.10. Kaiser-Emeryville Housing Fund.

Kaiser shall fulfill its obligations under the Kaiser-Emeryville Housing Fund as described in Exhibit C attached hereto and made a part hereof.

Section 3.11. Replacement of Housing Removed by Project. Kaiser shall fulfill its obligations with respect to the Agency's Replacement Housing Obligation as described in Exhibit D attached hereto and made a part hereof.

Section 3.12. Minimum Project. The parties acknowledge that, as a result of the potential for changes in health care delivery requirements mandated by the federal government, Kaiser's need to construct the Project may change. Notwithstanding this possibility, in order to assure the City that the Project Site will be developed with a medical center use within a reasonable time period, Kaiser agrees to commence construction on the Project Site of approximately 600,000 square feet of medical center development, which shall include a hospital (together, the "Minimum Project"), by the end of the year 2002. If Kaiser has not commenced construction of Phase I by June 1, 1996, Kaiser shall submit a status report to the City on or before such date indicating the reasons why it has not commenced construction and its anticipated construction commencement date. Such status report shall be submitted annually thereafter for the next three (3) years unless such construction is commenced. Construction of the Minimum Project would require Kaiser to submit and receive appropriate amendments to the Project Approvals and Subsequent Approvals. Should Kaiser fail to construct the Minimum Project as required by this Agreement, the City's sole remedy shall be to terminate this Agreement in accordance with Article 9. In addition, in the event that prior to the end of the year 2002, Kaiser submits a formal application to the City of Oakland or the City of Berkeley to construct the Minimum Project in either such city, the City shall have the option to terminate this Agreement in accordance with Article 9.

ARTICLE 4. OBLIGATIONS OF CITY

Section 4.01. Obligations of City Generally. The parties acknowledge and agree that the agreements by Kaiser to perform and abide by its covenants and obligations set forth in this Agreement, including Kaiser's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein.

Section 4.02. Protection of Vested Rights. To the maximum extent permitted by law, City shall take any and all actions as may be necessary or appropriate to ensure that the vested rights provided by this Agreement can be enjoyed by Kaiser and to prevent any City Law, as defined in Section 6.05, from invalidating or prevailing over all or any part of this Agreement. City shall cooperate with Kaiser and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. City shall not support, adopt, or enact any City Law, or take any other action which would violate the express provisions or intent of the Project Approvals or the Subsequent Approvals.

Section 4.03. Availability of Public Services. To the maximum extent permitted by law and consistent with its authority, City shall assist Kaiser in reserving such capacity for sewer and water services as may be necessary to serve the Project. The minimum water capacity to be reserved for Buildout of the Project shall be the greater of (i) 327,704 gallons per day or (ii) the amount specified in the EIR. The minimum sewer capacity to be reserved for Buildout of the Project shall be (i) 294,934 gallons per day or (ii) the amount specified in the EIR. This capacity shall be assured for the Term at a cost to be applied uniformly without discrimination as to user or use. In furtherance of the City's circulation element and to improve traffic circulation by additional north-south arteries, the City shall use its best efforts to ensure that the Agency contributes \$500,000 towards the funding of traffic improvements for the Horton Landregan connector or towards the Hollis-Powell intersection.

Section 4.04. Street Abandonment. In accordance with Applicable Law, City shall take all necessary steps in order to abandon streets, change setbacks, and close Haven and Watts Streets as provided in the Project Approvals.

Section 4.05. Kaiser's Right to Rebuild. The City agrees that Kaiser may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, or should the buildings located within the Project become functionally outdated, within Kaiser's sole discretion, due to changes in medical technology. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA.

Section 4.06. City's Obligations with Respect to Housing. The City shall to use its best efforts to ensure that the Agency fulfills its obligations under the Kaiser-Emeryville Housing Fund, as described in Exhibit C and the PA. In addition, the City shall use its best efforts to ensure that the Agency complies with its replacement housing obligations as further described in Exhibit D and the PA.

ARTICLE 5. COOPERATION-IMPLEMENTATION

Section 5.01. Processing Application for Subsequent Approvals. By approving the General Plan Amendment, the Redevelopment Plan Amendment, the DDA, the PUD Zoning, the Preliminary Development Plan, the Final Development Plan on the hospital and this Agreement, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise to prevent or delay development of the Project or limit Kaiser's right to develop the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed to be tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law and are not inconsistent with the Project Approvals as set forth below.

Section 5.02. Timely Submittals By Kaiser. Kaiser acknowledges that City cannot expedite processing Subsequent Approvals until Kaiser submits complete applications on a timely basis. Kaiser shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Kaiser's planners, engineers, and all other

consultants to provide to City in a timely manner all such documents, applications, plans and other necessary required materials. It is the express intent of Kaiser and City to cooperate and diligently work to obtain any and all Subsequent Approvals.

Section 5.03. Timely Processing By City. Kaiser has informed the City that processing delays on a project of this size can delay Kaiser's ability to provide service to its members and increase overall health care costs. Upon submission by Kaiser of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval application including, without limitation, (i) providing at Kaiser's expense and subject to Kaiser's request and prior approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such Subsequent Approval application. City shall ensure that adequate staff is available, and shall authorize overtime staff assistance as may be necessary, to timely process such Subsequent Approval application.

Section 5.04. Review of Subsequent Approvals. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Kaiser as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or is necessary to make the Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City must specify in writing the reasons for such denial and may suggest a modification which would be approved. Any such specified modifications must be consistent with this Agreement, Applicable Law and the Project Approvals, and City shall approve the application if it is subsequently resubmitted for City review and addresses the reason for the denial in a manner that is consistent with this Agreement, Applicable Law and the Project Approvals.

Section 5.05. Understandings on Specific Subsequent Approvals. City acknowledges that timing factors related to the complexities of Kaiser acquiring the entire Project Site precluded City from acting on certain Subsequent Approvals as of the Effective Date, including a vesting parcel or subdivision map covering all or portions of the Project Site. In addition to the other general covenants concerning processing of Subsequent Approvals set forth in this Agreement, upon (1) Kaiser's acquisition of any or all of the parcels necessary to process these Subsequent Approvals (as determined by Kaiser) and (2) submission by Kaiser of all appropriate applications and processing fees covering such Subsequent Approvals, City shall, to the maximum extent permitted by law, promptly and diligently commence and complete all steps (including noticing and public hearings) necessary to act on these contemplated Subsequent Approval applications. City shall, to the maximum extent permitted by law not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals.

Section 5.06. Other Government Permits. At Kaiser's sole discretion and in accordance with Kaiser's construction schedule, Kaiser shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Kaiser in its efforts to obtain such permits and approvals and shall, from time to time at the request of Kaiser, use its best efforts to enter into binding agreements with any such entity as may be necessary to ensure the timely availability of such permits and approvals.

Section 5.07. Assessment Districts or Other Funding Mechanisms.

a. The parties understand and agree that as of the Effective Date the assessments from the Bay Shellmound Assessment District, as described in Section 3.05, are the only City assessments. City is unaware of any pending efforts to initiate, or consider applications for new or increased assessments covering the Project Site, or any portion thereof.

b. City understands that long term assurances by City concerning fees, taxes and assessments were a material consideration for Kaiser agreeing to process the siting of the Project in the City and to pay long term

fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts covering all or any portion of the Project Site. Notwithstanding the foregoing, Kaiser retains all its rights to oppose the formation or proposed assessment of any new assessment district or increased assessment. In the event an assessment district is lawfully formed to provide funding for services, improvements, maintenance or facilities which are substantially the same as those services, improvements, maintenance or facilities being funded by the fees or assessments to be paid by Kaiser under the Project Approvals or this Agreement, such fees or assessments to be paid by Kaiser shall be subject to reduction/credit in an amount equal to Kaiser's new or increased assessment under the assessment district. Alternatively, the new assessment district shall reduce/credit Kaiser's new assessment in an amount equal to such fees or assessments to be paid by Kaiser under the Project Approvals or this Agreement.

c. At the request of Kaiser, City shall cooperate in the formation of assessment districts, community facilities districts, tax-exempt financing mechanisms, or other funding mechanisms related to traffic, sewer, water or other infrastructure improvements (including, without limitation, design, acquisition and construction costs) within the Project Site. City shall diligently and expeditiously process applications by Kaiser necessary to establish funding mechanisms so long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City funds. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Kaiser may initiate improvement and assessment proceedings utilizing assessment mechanisms authorized under the law of the State of California where the property subject to assessment the "Assessed Property" provides primary security for payment of the assessments. Kaiser may initiate such assessment proceedings with respect to a portion of the Assessed Property to provide financing for design or construction of improvements for such portion. City shall allocate shortfalls or cost overruns in the same manner as the special taxes or assessments for construction of improvements (as opposed to assessments for maintenance) are allocated in the community facilities district or other financing mechanism so that each lot and/or parcel within

the benefitted area shall bear its appropriate share of the burden thereof as determined by City and construction or acquisition of needed improvements shall not be prevented or delayed.

ARTICLE 6. STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

Section 6.01. Vested Right to Develop. Kaiser shall have a vested right to develop the Project on the Project Site in accordance with the terms and conditions of this Agreement. Nothing in this section shall be deemed to eliminate or diminish the requirement of Kaiser to obtain any required Subsequent Approvals.

Section 6.02. Permitted Uses Vested By This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the general location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals. Permitted uses shall include, without limitation, a full service, 24-hour care hospital, medical utility buildings, utility buildings, retail, commercial and office uses, laboratory facilities, emergency facilities, microwave antennae and a full array of health, medical and related services. Notwithstanding any restrictions on signage provided by local ordinance, Kaiser shall be permitted to display its "Kaiser Permanente" emblem on the Project Site in a manner that is consistent with its other medical centers.

Section 6.03. Applicable Law. The rules, regulations, official policies, standards and specifications applicable to the Project (the "Applicable Law") shall be those set forth in this Agreement and the Project Approvals, and, with respect to matters not addressed by this Agreement or the Project Approvals, those rules, regulations, official policies, standards and specifications (including City ordinances and resolutions) governing permitted uses, building locations, timing of construction, densities, design, heights, fees, exactions, and taxes in force and effect on the Effective Date of this Agreement.

Section 6.04. Uniform Codes. City may apply to the Project Site, (excepting the hospital and related structures regulated by OSHPD) at any time during the Term, then current Uniform Building Code and other uniform construction codes, and City's then current design and construction standards for road and storm drain facilities, provided any such uniform code or standard has been adopted and uniformly applied by City on a citywide basis and provided that no such code or standard is adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

Section 6.05. No Conflicting Enactments. City shall not impose on the Project (whether by action of the City Council or by initiative, referendum or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each, individually, a "City Law") that is in conflict with Applicable Law or this Agreement or that reduces the development rights or assurances provided by this Agreement. The parties acknowledge that the Development Agreement Statute provides that this Agreement shall not prevent the City, in subsequent actions applicable to the Project Site from applying new rules, regulations and policies which do not conflict with the Applicable law or this Agreement. Without limiting the generality of the foregoing, and except as provided in Section 6.04, any City Law shall be deemed to conflict with Applicable Law or this Agreement or reduce the development rights provided hereby if it would accomplish any of the following results, either by specific reference to the Project or as part of a general enactment which applies to or affects the Project:

a. Limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage, floor area ratio, height of buildings, or number of proposed buildings or other improvements;

b. Change any land use designation or permitted use of the Project Site;

c. Limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities (for example, water rights, water connections or sewage capacity rights, sewer connections, etc.) for the Project;

d. Limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner;

e. Limit or control the location of buildings, structures, grading, or other improvements of the Project in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals or the Subsequent Approvals (as and when they are issued);

f. Apply to the Project any City Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of medical or office development projects and project sites;

g. Result in Kaiser having to substantially delay construction of the Project or require the issuance of additional permits or approvals by the City other than those required by Applicable Law; or

h. Substantially increase the cost of constructing or developing the Project or any portion thereof.

i. Establish, enact, increase or impose against the Project or Project Site any fees, taxes (including without limitation general, special and excise taxes) assessments, liens or other monetary obligations (including generating demolition permit fees, encroachment permit and grading permit fees) other than those specifically permitted by this Agreement or other connection fees imposed by third party utilities.

j. Impose against the Project any condition, dedication or other exaction not specifically authorized by Applicable Law; or

k. Limit the processing or procuring of applications and approvals of Subsequent Approvals.

Section 6.06. Initiatives and Referenda.

a. If any City Law is enacted or imposed by initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with Applicable

Law or this Agreement or reduce the development rights provided by this Agreement, such Law shall not apply to the Project.

b. Without limiting the generality of any of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development) affecting subdivision maps, building permits or other entitlements to use that are approved or to be approved, issued or granted within the City, or portions of the City, shall apply to the Project.

c. To the maximum extent permitted by law, City shall prevent any City Law from invalidating or prevailing over all or any part of this Agreement, and City shall cooperate with Kaiser and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect.

d. City shall not support, adopt or enact any City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement, the Project Approvals or the Subsequent Approvals.

e. Kaiser reserves the right to challenge in court any City Law that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement.

Section 6.07. Environmental Mitigation. The parties understand that the EIR was intended to be used in connection with each of the Project Approvals and Subsequent Approvals needed for the Project. Consistent with the CEQA policies and requirements applicable to either Master EIR or tiered EIR's, City agrees to use the EIR in connection with the processing of any Subsequent Approval to the maximum extent allowed by law and not to impose on the Project any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the Mitigation Monitoring Program or specifically required by Applicable law. In addition, to the extent consistent with CEQA's policies and requirements applicable to either Master EIR's or tiered EIR's, the City agrees to use the EIR in connection with the processing of approvals related to Future Expansion to the maximum extent allowed by law.

Section 6.08. Life of Subdivision Maps, Development Approvals, and Permits. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall automatically be extended as

provided under California Government Code Section 66452.6(a) or 65863.9. Notwithstanding the foregoing, the vested rights associated with any vesting tentative map (but not the term of such map) shall terminate upon the expiration of the Term. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which a development moratorium (including, but not limited to, a water or sewer moratorium, water and sewer moratorium, and the actions of other public agencies that regulate land use, development, or the provision of services to the land, that prevents, prohibits or delays the construction of the Project or a lawsuit involving any such development approvals or permits is pending. Execution of this Agreement is intended to extend the term of those portions of the Preliminary Development Plan related to Phase 1 through the year 2000, those portions of the Preliminary Development Plan related to Phase 1 Expansion through the year 2003, and those portions of the Preliminary Development related to Buildout through the Term of this Agreement.

Section 6.09. State and Federal Law. As provided in California Government Code § 65869.5, this Agreement shall not preclude the application to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law, and City and Kaiser shall take such action as may be required pursuant to Article _____ (Cooperation-Implementation) and Section _____ (Enforced Delay; Extension of Time of Performance) of this Agreement.

Section 6.10. Timing of Project Construction and Completion. Except as provided in Sections 3.11 and 3.12 above, there is no requirement that Kaiser initiate or complete development of the Project or any particular phase of the Project within any particular period, and City shall not impose such a requirement on any Subsequent Approval. Kaiser shall be able to develop in accordance with Kaiser's own time schedule as such schedule may exist from time to time. The parties have made certain assumptions for CEQA analysis as to the rate and phasing of the Project. However, the parties understand that Kaiser's time schedule depends upon numerous factors which are not within the control of Kaiser such as health care reform, competition, member growth rates and similar factors. In particular, and not in limitation of any of the foregoing, since the

California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, the parties hereto desire to avoid such a result by acknowledging that Kaiser shall have the right to develop the Project in such order and at such rate and at such times a Kaiser deems appropriate within the exercise of its subjective business judgment.

Section 6.11. Exempting Fees Imposed by Outside Agencies. The City agrees to exclude Kaiser from any and all collection agreements regarding fees, including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or the Project Site after the Effective Date through the year 2000. This section shall not prohibit the City from imposing on Kaiser any fee or obligation that is imposed by a regional agency in accordance with state or federal obligations and implemented by the City in cooperation with such regional agency.

Section 6.12. Intent Regarding Potential Loss of Tax Exempt Status. The intent of the parties is that the Annual Recurring Fees and Exactions set forth in Section 3.02 are intended in part to recapture the City's loss of property tax revenue by virtue of Kaiser's tax exempt status. If Kaiser loses its tax exempt status, the parties agree to work together to reduce Kaiser's property tax obligations such that the combined total of Kaiser's annual property tax liability and Kaiser's annual payments under Section 3.02 does not exceed Kaiser's newly established annual property tax liability before any such reductions.

The solutions that the parties agree to consider shall include the following:

- (1) An option for the City or Agency to acquire the land and/or improvements with a leaseback to Kaiser;
- (2) Agency may buy down land with Agency funds for the benefit of Kaiser in a manner that shall ensure that there be no net increase to Kaiser;
- (3) Agency or City may assume Kaiser's property tax obligation in consideration for Kaiser's payment of annual fees and exactions.

In the event of a dispute concerning this Section 6.12, the parties agree to proceed to binding arbitration. Any controversy or claim arising out of or relating to this Section 6.12 shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect on the Effective Date, unless modified herein, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All costs of conducting such arbitration shall be paid by Kaiser. Kaiser and the City agree that arbitration shall be conducted by a panel of three (3) arbitrators all of whom shall possess significant experience in land use matters and development agreement interpretation. Kaiser and the City shall each appoint one (1) arbitrator to the panel. The third arbitrator shall be appointed by a neutral third party to be agreed upon by Kaiser and the City. Kaiser and the City agree that the arbitrators may prescribe any lawful remedy with respect to disputes arising out of this Section 6.12.

Section 6.13. Fee Reductions or Credits. The parties intend that the fees described in Sections 3.02 and 3.03 will be in lieu of any exactions, taxes or assessments generally intended to address similar uses or purposes, and that Kaiser shall not be required to pay two times for any such exaction, fee or assessment. Accordingly, the fees described in Section 3.02 and Sections 3.03(1), (3), (4) and (5) shall be subject to reductions/credits in an amount equal to Kaiser's actual cost of complying with any such lawfully imposed exaction, tax, or assessment generally intended to address similar uses or purposes, whether imposed on the Project, the Project Site, the Project Approvals or the Subsequent Approvals. Notwithstanding the foregoing, no such reduction/credit shall be provided as a result of any assessment that arises from an assessment district requested by Kaiser under Section 5.07(c).

In addition to the foregoing, the Mass Transit Program Fee described in Section 3.02(2) and the Traffic Impact Fee described in Section 3.03(3) shall be subject to reductions/credits in an amount equal to Kaiser's actual costs of complying with any other mass transit or traffic mitigation measure imposed on the Project (excluding the Kaiser Shuttle). With respect to the Traffic Impact Fee, the reduction/credits shall only apply to traffic improvements identified in the City's Traffic Impact Fee Ordinance and only to the extent set forth in Section 3.03(3).

Section 6.14. Compliance with Participation Agreement. Kaiser and City shall be subject to, with the Agency, and shall comply with the provisions of the Participation Agreement, as the same may be amended from time to time in accordance with the provisions thereof.

ARTICLE 7. AMENDMENT

Section 7.01. Amendment of Project and Subsequent Approvals. Any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner.

(1) Administrative Amendments. Upon the written request of Kaiser for an amendment or modification to a Project Approval or Subsequent Approval, the Planning Director or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement and Applicable Law. If the Director of the Emeryville Department of City Planning (the "Planning Director") or his/her designee finds that the proposed amendment or modification is both minor and consistent with this Agreement and Applicable Law, the amendment shall be determined to be an "Administrative Amendment," and the Planning Director or his designee may approve the Administrative Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be deemed to be minor amendments or modifications.

(2) Non-Administrative Amendments. Any request of Kaiser for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 7.02. Amendment Of This Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

(1) Insubstantial Amendments. Any amendment to this Agreement which does not relate to (i) the Term, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, or (v) monetary contributions by Kaiser, shall not require a public hearing before the parties may execute an amendment to this Agreement. Such amendment may be approved by City resolution.

(2) Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, or a Subsequent Approval shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement. Similarly, upon Kaiser's acquisition of legal or equitable interests in previously unacquired portions of the Project Site, Kaiser shall notify City in writing, whereupon such parcels shall automatically be incorporated into, and vested under, this Agreement.

ARTICLE 8. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement or any Project Approval or Subsequent Approval, the parties shall cooperate in defending such action or proceeding. The parties shall use best efforts to select mutually agreeable legal counsel to defend such action, and Kaiser shall pay compensation for such legal counsel; provided, however, that such compensation shall include only compensation paid to counsel not otherwise employed as City staff and shall exclude, without limitation, City Attorney time and overhead costs and other City staff overhead costs and normal day-to-day business expenses incurred by City. Kaiser's obligation to pay for legal counsel shall not extend to fees incurred on appeal unless otherwise authorized by Kaiser. In the event City and Kaiser are unable to select mutually agreeable legal counsel to defend such action or proceeding, each party may select its own legal counsel at its own expense.

ARTICLE 9. DEFAULT; REMEDIES; TERMINATION

Section 9.01. Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice of such failure from the other party (unless such period is extended by written mutual consent), shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 60-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 60-day period. Upon the occurrence of a default under this Agreement, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing party shall take no further action.

Section 9.02. Termination. If City elects to consider terminating this Agreement due to a material default of Kaiser, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council in the manner set forth in Cal. Gov't Code §§ 65865, 65867, and 65868. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Kaiser by certified mail and this Agreement shall be terminated thereby; provided, however, that Kaiser reserves any and all rights it may have to challenge in court City's termination of this Agreement.

Section 9.03. Periodic Review.

(1) Conducting the Periodic Review.

Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Kaiser with the terms of this Agreement. This review (the "Periodic Review") shall be conducted by the Planning Director or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1.

(2) Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Section ____ of this Agreement, City shall deposit in the mail to Kaiser a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Kaiser's performance hereunder. Kaiser shall be permitted an opportunity to respond to City's evaluation of Kaiser's performance, either orally at a public hearing or in a written statement, at Kaiser's election. Such response shall be made to the Planning Director.

(3) Good Faith Compliance. during the periodic review, Planning Director shall review Kaiser's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the Planning Director shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Kaiser has complied in good faith with the terms and conditions of this Agreement. The decision of the Planning Director shall be appealable to the City Council. If the Planning Director finds and determines that Kaiser has not complied with such terms and conditions, the Planning Director may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code Sections 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Kaiser and City.

(4) Failure to Properly Conduct Periodic Review. If City fails, during any calendar year, to either (i) conduct the Periodic Review or (ii) notify Kaiser in writing of City's determination, pursuant to an Periodic Review, as to Kaiser's compliance with the terms of this Agreement and such failure remains uncured as of December 31 of any year during the term of this Agreement, such failure shall be deemed an approval by City of Kaiser's compliance with the terms of this Agreement.

(5) Written Notice of Compliance. With respect to any year for which Kaiser has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following request by the Kaiser, provide Kaiser with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Kaiser shall have the right, in Kaiser's sole discretion, to record such notice of compliance.

Section 9.04. Default by City or Kaiser. In the event City or Kaiser defaults under the terms of this Agreement, City or Kaiser shall have all rights and remedies provided herein or under law.

Section 9.05. Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, judicial decisions, or similar basis for excused performance which is not within the reasonable control of the party to be excused. Litigation attacking the validity of this Agreement or any of the Project Approvals or Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project pursuant to this Agreement, or Kaiser's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project, shall be deemed to create an excusable delay as to Kaiser. Upon the request of either party hereto, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

Section 9.06. Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

Section 9.07. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 9.08. Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any other costs incurred in that proceeding in addition to any other relief to which it is entitled. If a legal action is brought by a third party, Article __ (Cooperation in the Event of a Legal Challenge) and Article __ (Hold Harmless) of this Agreement shall apply.

ARTICLE 10. HOLD HARMLESS

Kaiser shall hold City and its elected and appointed officers, agents, employees, and representatives harmless from claims, costs, and liabilities for any personal injury, death, or property damage which is a result of the construction of the Project, or of operations performed under this Agreement by Kaiser or by Kaiser's contractors, subcontractors, agents or employees, whether such operations were performed by Kaiser or any of Kaiser's contractors, subcontractors, agents or employees. Nothing in this section shall be construed to mean that Kaiser shall hold City harmless from any claims of personal injury, death or property damage arising from, or alleged to arise from, any act, failure to act, on the part of City, its elected and appointed representatives, offices, agents and employees.

ARTICLE 11. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to between the parties hereto that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Kaiser shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Kaiser under the Project Approvals, Subsequent Approvals and this Agreement; and (iv) City and Kaiser hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Kaiser and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Kaiser.

ARTICLE 12. MISCELLANEOUS

Section 12.01. Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.02. Enforceability. City and Kaiser agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific Plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code Section 65866.

Section 12.03. Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 12.04. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Kaiser may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 12.05. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 12.06. Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Kaiser, and no presumption or rule

that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 12.07. Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

Section 12.08. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project and is binding upon the owner of all or a portion of the Project and each successive owner during its ownership of such property.

Section 12.09. Waiver of Condemnation Right. Under state law, Kaiser has certain limited abilities to condemn properties immediately adjacent to hospitals. Kaiser agrees to waive this right and not use its power of eminent domain for the Project.

ARTICLE 13. NOTICES

Any notice or communication required hereunder between City or Kaiser must be in writing, and may be given either personally or by registered or certified mail (return receipt requested). If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other

address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City, to:

Gaye Quinn
Planning Director
City of Emeryville
2200 Powell Street, 12th Floor
Emeryville, CA 94608

With Copies to:

Michael Biddle, Esq.
City Attorney
City of Emeryville
2200 Powell Street, 12th Floor
Emeryville, CA 94608

Kofi Bonner
Director
Emeryville Redevelopment Agency
2200 Powell Street, 12th Floor
Emeryville, CA 94608

Director of Public Works
City of Emeryville
2200 Powell Street, 12th Floor
Emeryville, CA 94608

If to Kaiser, to:

Kaiser Foundation Hospitals
Legal Department
1950 Franklin Street, 17th Floor
Oakland, CA 94612-2998
Attention: Indrajit Obeysekere, Esq.

Kaiser Foundation Hospitals
Real Estate Department
1950 Franklin Street, 17th Floor
Oakland, CA 94612-2998
Attention: Joe Colbath

With Copies to:

Morrison & Foerster
P.O. Box 8130
101 Ygnacio Valley Road, Suite 450
Walnut Creek, California 94596
Attention: David A. Gold, Esq.

ARTICLE 14. ASSIGNMENT, TRANSFER AND NOTICE

Section 14.01. Assignment of Interests, Rights and Obligations. Subsequent to the completion of Phase 1 as evidenced by receipt of a Certificate of Completion pursuant to the PA, Kaiser shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals, and the Subsequent Approvals to third parties acquiring an interest or estate in the Project or Project Site, or any portion thereof including, without limitation, purchasers or long-term ground lessees of individual lots, parcels, or any lots, homes or facilities comprising a portion of the Project, provided that any such assignee demonstrates to the City that it is capable of fulfilling Kaiser's obligations under this Agreement. If all or any portion of the Project or Project Site is so transferred by Kaiser to any person or entity, the transferee shall succeed to all of Kaiser's rights under this Agreement, insofar as they relate to the transferred property, and the transferee shall automatically assume all obligations of Kaiser, past, present and future, insofar as they relate to such transferred property.

Section 14.02. Liabilities Upon Transfer. Kaiser shall be free from any and all liabilities accruing on or after the date of any assignment or transfer of Kaiser's rights hereunder with respect to that portion of the Project so assigned or transferred by Kaiser. No breach or default hereunder by any person succeeding to any portion of Kaiser's interest in this Agreement shall be attributed to Kaiser, nor may Kaiser's rights hereunder be cancelled or diminished in any way by any breach or default by any such person.

ARTICLE 15. NOTICE OF COMPLIANCE

Section 15.01. Generally. Within thirty (30) days following any written request which Kaiser may make from time to time, City shall execute and deliver to Kaiser a written "Notice of Compliance," in recordable form, duly executed and acknowledged by City, that certifies:

(1) This Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications;

(2) There are no current uncured defaults under this Agreement or specifying the dates and nature of any such default;

(3) Any other reasonable information requested by Kaiser. The failure to deliver such a statement within such time shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by Kaiser and that there are no uncured defaults in the performance of Kaiser, except as may be represented by the Kaiser. Kaiser shall have the right at Kaiser's sole discretion, to record the Notice of Compliance.

ARTICLE 16. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of _____ (____) pages, _____ notary acknowledgment pages, and _____ (____) exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and the Kaiser. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Project Site Diagram
Exhibit A-1	Project Site Description
Exhibit B	Ordinance No. ____.
Exhibit C	Kaiser Emeryville Housing Fund
Exhibit D	Replacement of Housing Removed by Project
Exhibit E	Emeryville Health Plan

ARTICLE 17. RECORDATION OF DEVELOPMENT AGREEMENT

Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of Alameda County.

IN WITNESS WHEREOF, this Agreement has been entered into between Kaiser and City as of the day and year first above written.

CITY OF EMERYVILLE

By: _____

Its: _____

APPROVED AS TO FORM:

City Attorney

KAISER FOUNDATION HOSPITALS, a California
Nonprofit public benefit corporation

By: _____

Its: _____

EXHIBIT A

Project Site Diagram

EXHIBIT A-1

Project Site Description

EXHIBIT B

Ordinance Adopting Development Agreement

EXHIBIT C

Kaiser-Emeryville Housing Fund

As part of the mitigation for the Project, Kaiser and the Agency have agreed to implement the Kaiser-Emeryville Housing Fund. The provisions of the Kaiser-Emeryville Housing fund, which are included in the PA, are set forth below.

(1) Introduction.

The parties understand that a portion of the Project Site was designated for residential purposes in the General Plan prior to the General Plan Amendment. In particular, the Del Monte Site had been identified in the City's housing element as a potential site for moderate and above-moderate income housing. The parties acknowledge that during the past four years the City has aggressively marketed the Project Site to residential and mixed use developers. City staff worked with at least four different developers to pursue the development of housing on the Project Site. The City pursued the development of the Project only after each of the proposed housing projects were not developed. To facilitate the City's goals of constructing affordable housing, Kaiser agrees to establish the "Kaiser-Emeryville Housing Fund" as described below, to provide a unique source of funding to the Agency of up to \$15,000,000 at below-market interest rates for construction of affordable and market rate housing in Emeryville.

(2) Program Overview. The Agency has established a strong track record in leveraging funds in innovative and creative ways to facilitate the construction of market rate and affordable housing in Emeryville, in cooperation with the private sector and other government funding sources (such as the federal government). Recent examples of the Agency's successes include:

(a) Emery Villa - The Agency leveraged approximately \$1.1 million of Agency-raised funds with approximately \$3.4 million of funds from other sources to build 50 units which are affordable to senior citizens with very low income.

(b) Emery Bay Club and Apartments II - The Agency leveraged \$4 million of proceeds from an Agency bond offering with \$21 million from other sources to build a 260 unit mixed income rental

project. Twenty percent of the units are affordable to very low income households and another twenty percent of the units are affordable to low income households.

(c) Triangle Court - A substandard and dilapidated 14-unit apartment complex was reconstructed to produce 20 units of quality family housing, all of which are restricted to very low and low income households for a period of 59 years. The total project cost was approximately \$2.3 million dollars, combining funds from the federal HOME program, a housing increment bond offering by the Agency, and private financing. In addition, 6 of the rehabilitated units have received Section 8 eligibility.

In order to provide the Agency with a flexible source of funding to construct additional housing in Emeryville, Kaiser agrees to lend up to \$15,000,000 to the Agency over a term of fifteen (15) years (the "Housing Fund Term") commencing on the Housing Commencement Date (as defined below), to fund the development of new affordable and market rate housing within Emeryville. Funds from the Kaiser-Emeryville Housing Fund will be made available during the Housing Fund Term in increments of up to \$3,000,000 at one time, which may be borrowed and repaid up to five (5) times, for a maximum of \$15,000,000. The Agency will have the flexibility to combine funds from the Kaiser-Emeryville Housing Fund with other sources of funds, and to use such funds in cooperation with private for-profit or non-profit developers to develop a series of housing developments in Emeryville.

As used herein, the "Housing Commencement Date" shall mean that date on which Kaiser has received all necessary approvals from the applicable governmental agencies for commencement of the Project, including, without limitation, the Project Approvals, and either (i) all relevant statutes of limitation for challenge to the Project have expired with no litigation being filed related to the Project, or (ii) if litigation is filed related to the Project, any such litigation, including any appeals related thereto, has been resolved and all appropriate actions related to such litigation have been taken such that Kaiser may proceed with the Project without further approval, delay or additional litigation. Notwithstanding the foregoing, if Kaiser actually commences construction of the Project prior to the resolution of any such litigation, the Housing Commencement Date shall be the date Kaiser actually commences such construction; provided, however, that if

construction of the Project is commenced, but is subsequently halted as a result of any such litigation, then Kaiser's obligation to fund any Investment Increment (as defined below) other than any Investment Increment for which the initial disbursement of funds has already been made shall be suspended during any period when construction is halted as a result of such litigation. Nothing in the preceding sentence is intended to suspend Kaiser's obligation to provide funding for the Agency's Replacement Obligation pursuant to (and as defined in) Section 3.11 and Exhibit D, below, and once construction of the Project is commenced, such obligation to provide funding pursuant to Section 3.11 and Exhibit D shall continue notwithstanding any halting of construction as a result of such litigation.

(3) Housing Development Criteria. The funds borrowed by the Agency from the Kaiser-Emeryville Housing Fund shall be used only for the development of residential housing projects in the City of Emeryville ("Housing Developments"). The Agency shall have the discretion to determine the types and sizes of the Housing Developments, with the goal of providing the maximum number of affordable housing units as reasonably possible, consistent with the housing element of the General Plan.

(4) Funding Mechanism. Prior to the first advance of funds from the Kaiser-Emeryville Housing Fund, the Agency and Kaiser shall execute a loan agreement, which shall be acceptable to the Agency and Kaiser, in the discretion of each of them. The loan agreement shall contain terms consistent with the terms hereof, and other customary and reasonable terms for a credit facility of this nature necessary to protect Kaiser's investment of funds, including, but not limited to, conditions to advances, financial covenants, and events of default. Funding from the Kaiser-Emeryville Housing Fund shall be available during the Housing Fund Term in up to five (5) increments of up to \$3,000,000 each (each an "Investment Increment").

When the Agency first identifies a Housing Development for which it wishes to use funds from the Kaiser-Emeryville Housing Fund, it shall notify Kaiser of such Housing Development and the amount of funds to be used from the Kaiser-Emeryville Housing Fund for such Housing Development, up to a maximum of \$3,000,000, and deliver to Kaiser a promissory note in the amount of \$3,000,000, in a form to be agreed upon and attached as an exhibit to the loan agreement. The Agency may draw on such note in multiple disbursements upon ten (10) days' advance notice to Kaiser (subject to a maximum of one disbursement per month) to fund such Housing Development. If such Housing

Development will require less than \$3,000,000 of funds from the Kaiser-Emeryville Housing Fund, the Agency may, while such note is outstanding, identify and notify Kaiser of additional Housing Development(s) to be funded from the same \$3,000,000 Investment Increment, provided that the total amount of funds to be available from any single Investment Increment shall not exceed \$3,000,000. For example, if the first Housing Development identified for funding from a Investment Increment will require only \$2,000,000 of funds from the Kaiser-Emeryville Housing Fund, an additional Housing Development could be designated by the Agency to be part of the same Investment Increment, provided that such additional Housing Development required no more than \$1,000,000 of funds from the Kaiser-Emeryville Housing Fund.

Funding will be available under only one Investment Increment at a time (i.e., each \$3,000,000 note must be repaid in full before borrowing will be available under the next Investment Increment). After one Investment Increment has been repaid in full, Kaiser shall return the promissory note applicable to such Investment Increment to the Agency, marked "paid in full." Thereafter, to begin borrowing under the next Investment Increment, the Agency will deliver another \$3,000,000 promissory note to Kaiser, and identify the Housing Development(s) to be funded from such Investment Increment and the amount(s) to be funded from the Kaiser-Emeryville Housing Fund therefor.

Each promissory note will bear interest at a rate which is 1.05 percent below the "prime rate" as published from time to time in the Wall Street Journal, subject to adjustments as such "prime rate" is adjusted. The maturity date of each promissory note will be fifteen (15) years after the Housing Commencement Date. No payments of interest or principal will be due prior to maturity, provided that any unpaid interest will be compounded annually, and prepayments, in whole or in part, will be permitted at any time.

Each request for disbursement from the Kaiser-Emeryville Housing Fund shall identify the purpose for which such funds are to be used, and Kaiser shall not be obligated to advance funds for any purpose other than for the development (including, but not limited to, land acquisition, site preparation, hazardous substance remediation, engineering, architecture and planning, other customary soft costs, and hard construction costs) of Housing Developments identified by the Agency for the applicable Investment Increment.

(5) Obligation of the Agency to Repay Loans. The obligation to repay all borrowings from Kaiser under the Kaiser-Emeryville Housing Fund shall be a general, unsecured obligation of the Agency. In the event of the Agency's failure to repay any amounts borrowed from Kaiser under the Kaiser-Emeryville Housing Fund upon maturity of the applicable promissory note, Kaiser shall have the right to offset amounts owed to it by the Agency under such promissory note against its obligation to pay the Public Service Fee provided under Section 3.02 of the Development Agreement.

(6) Subordination to Bond Financing. Kaiser agrees to subordinate its right to receive repayment (but not its right of offset provided in subsection (4), above) of borrowings under the Kaiser-Emeryville Housing Fund to repayment of the Agency's borrowings under tax-exempt bond financings. Notwithstanding the foregoing, the terms of each such subordination shall permit repayment of borrowings under the Kaiser-Emeryville Housing Fund at any time when the Agency is not in default under any such bond financing.

(7) Legal Requirements. Kaiser may create a special-purpose subsidiary through which its funding of the Kaiser-Emeryville Housing Fund may be channeled. If a special-purpose subsidiary is used, Kaiser will guaranty such subsidiary's funding obligations under the Kaiser-Emeryville Housing Fund.

(8) Certificate of Compliance. Upon the first to occur of (i) the expiration of the Housing Fund Term, so long as Kaiser has satisfied its obligations to the Agency in connection with the Kaiser-Emeryville Housing Fund as provided under Section 3.10 and this Exhibit C, or (ii) the disbursement by Kaiser of all funds available for advance under the fifth (5th) Investment Increment, the City and the Agency shall execute and acknowledge a certificate of satisfaction of Kaiser's obligations in connection with the Kaiser-Emeryville Housing Fund in recordable form, which may be recorded in the Official Records of Alameda County by Kaiser, to give notice of the satisfaction of such obligations. The failure of the Agency to borrow the full \$3,000,000 available in any Investment Increment or to borrow less than five (5) Investment Increments before the expiration of the Housing Fund Term shall not constitute the failure of Kaiser to satisfy its obligations in connection with the Kaiser-Emeryville Housing Fund, and shall not obligate Kaiser to extend the Housing Fund Term or make borrowings under more than five (5) Investment Increments available to the Agency.

EXHIBIT D

Replacement of Housing Removed by Project

Kaiser shall provide funding for fulfillment of the Agency's obligation pursuant to Health and Safety Code Section 33413 to replace each dwelling unit housing persons and families of low or moderate income which is destroyed or removed from the housing market as a result of the Project, within four (4) years of such destruction or removal, and otherwise in accordance with the Replacement Housing Plan, adopted by the Agency pursuant to Resolution No. _____, on October 18, 1994 (the "Agency's Replacement Obligation").

The parties acknowledge that the Replacement Housing Plan addresses replacement of dwelling units that may be destroyed on the Future Expansion Site as well as the Project Site. However, Kaiser's obligation to provide funding for the Agency's Replacement Obligation pursuant to Section 3.11 and this Exhibit D is limited at this time to the replacement of dwelling units displaced on the Project Site.

Fulfillment of the Agency's Replacement Obligation shall be undertaken by the Agency, with Kaiser providing a portion of the funding to construct the replacement units, subject to the maximum amounts provided below. Kaiser shall receive an interest in the project(s) constituting the replacement housing commensurate with its investment of funds therein, which interest may be an equity interest or that of a subordinate lender, and which may represent a long-term investment in such project(s). Notwithstanding the foregoing, in no event will Kaiser have any involvement in on-going property management of any replacement housing.

Kaiser shall provide its portion of the funding for the replacement housing at such time as Kaiser and the Agency have mutually agreed upon a project or projects which will contain replacement housing units, but in any event in sufficient time for the Agency to meet the requirement of completing construction of the required replacement units within four (4) years after destruction or removal of the units being replaced. Notwithstanding the foregoing, in no event will Kaiser be obligated to provide any funding for the Agency's Replacement Obligation prior to destruction or removal of the units to be replaced.

Under Section 33414 of the Health and Safety Code, all dwelling units housing families with very low, low and moderate incomes must be replaced, however, only seventy-

five percent (75%) of the replacement units must be affordable to families with comparable income levels, and the remaining twenty-five percent (25%) of such replacement units may be market rate units. Kaiser's obligation to provide the funding described in Section 3.11 and this Exhibit D for the Agency's Replacement Obligation shall be limited in accordance with the following schedule (based on the type of unit being replaced and the assumption that 25% of the replacement units shall be market rate units):

<u>Type of Replacement Unit</u>	<u>Maximum Kaiser Funding Obligation</u>
Very Low or Low Income	\$70,000 per unit
Moderate Income	\$30,000 per unit
Market Rate	\$10,000 per unit

Notwithstanding the limitation on Kaiser's obligation to provide funding, the Agency may construct the combination of unit types it deems appropriate, subject to compliance with applicable law.

Any funds provided by Kaiser to fund fulfillment of the Agency's replacement housing obligation pursuant to Section 3.11 and this Exhibit D, shall be in addition to, and shall not be counted as part of, the funds invested by Kaiser in the Kaiser-Emeryville Housing Fund (described in Section 3.10 and Exhibit C above).

EXHIBIT E

Emeryville Health Plan

EXHIBIT E

KAISER-EMERYVILLE HEALTH PLAN

Association Plan Membership

In addition to our Individual Plan and Group Plan memberships (which has certain restrictions), Kaiser is prepared to offer to all residents of Emeryville our Association Plan. The Association Plan is a significant upgrade in benefits over our Individual Plans. We add prescription drug coverage to association membership (not available to Individual Plan members) in order to provide added value to those who subscribe through an association. We are prepared to promote our Association Plans to all individuals and associations in Emeryville. The extension of Association Plan membership to individuals residing in Emeryville in a unique community benefit that Kaiser has not offered any other Bay Area city.

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